

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 31

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

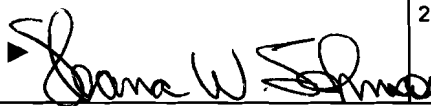
1. DATE OF ORDER 09/09/2013		2. CONTRACT NO. (If any) TIRNO-13-Z-00016		6. SHIP TO:		
3. ORDER NO.		4. REQUISITION/REFERENCE NO. 0-3-TR-DO-DT-AC2 000		a. NAME OF CONSIGNEE 15459 US DEPARTMENT OF TREASURY		
5. ISSUING OFFICE (Address correspondence to) Internal Revenue Service 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745				b. STREET ADDRESS OFFICE OF DC PENSIONS, Room 6250 METROPOLITAN SQ, 15th & Penn, NW		
				c. CITY Washington	d. STATE DC	e. ZIP CODE 20220
7. TO:				f. SHIP VIA		
a. NAME OF CONTRACTOR ATTN: Mehul Sanghani Phone: 7034082060				8. TYPE OF ORDER		
b. COMPANY NAME 00845342 OCTO CONSULTING GROUP, INC.				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
c. STREET ADDRESS 1600 INTERNATIONAL DRIVE, 5TH FLOOR				<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY MCLEAN	e. STATE VA	f. ZIP CODE 22102		10. REQUISITIONING OFFICE		
9. ACCOUNTING AND APPROPRIATION DATA None				11. BUSINESS CLASSIFICATION (Check appropriate box(es))		
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS(WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT Destination		
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/08/2014		16. DISCOUNT TERMS Terms: 0% Days: 0
a. INSPECTION	b. ACCEPTANCE					

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (e)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Blanket Purchase Agreement for DC Pension System to Administer Retirement (STAR) Support. SEE SCHEDULE B FOR LABOR RATES.	0.00	HR	0.00	0.00	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. ◀ (Cont. pages)	
	21. MAIL INVOICE TO:					
	a. NAME Bureau of the Public Debt		15480		0.00	
	b. STREET ADDRESS (or P.O. Box) ARC/ASD/ASB		c. CITY Parkersburg		d. STATE WV	e. ZIP CODE 26106

22. UNITED STATES OF AMERICA BY (Signature)



23. NAME (Typed)
ELEANA W JOHNSON 2406138195

TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

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OPTIONAL FORM 347 (REV.2/2012)

Prescribed by GSA/FAR 48 CFR 53.213(f)

DC PENSION BPA

BLANKET PURCHASE AGREEMENT (BPA) DC PENSION STAR PRODUCTION SUPPORT

Pursuant to the General Services Administration (GSA) Federal Supply Schedule (FSS) complete the table with information pertinent to your schedule:

GSA Schedule 70 Contract Number	Title	*Expiration Date
GS-35F-0234W	Information Technology Schedule	01/31/15

A Blanket Purchase Agreement (BPA) is hereby established (pursuant to your FSS contract), between Octo Consulting Group and the Department of Treasury, Internal Revenue Service, Office of Procurement, under the terms and conditions of GSA Contract Number GS-35F-0234W and this BPA Number TIR-NO-13-Z-00016.

The establishment of this BPA is made available through the use of the General Services Administration (GSA), Federal Supply Schedule, Schedule 70 SIN 132-51, Contract Number GS-35F-0234W and FAR 8.405-3. The Government will not evaluate any quotes submitted by Contractors who do not have a Federal Supply Schedule 70 Contract. All Task Orders issued pursuant to this BPA, are subject to the following terms and conditions. In the event of an inconsistency between provisions of this BPA, and any task order issued pursuant to this BPA, the provisions of the BPA will take precedence. The provisions of this BPA shall not be inconsistent with the terms of the GSA schedule contract.

The establishment of this Blanket Purchase Agreement (BPA) creates no guarantee or obligation on the part of the Government to place any task orders. The Government is obligated only to the extent of authorized purchases actually ordered under this BPA. The ordering office reserves the right to issue no solicitations or no task order awards under this BPA.

The Government estimates, but does not guarantee that this BPA may reach a maximum of \$10,753,368. This BPA does not obligate any funds. Any funds will be obligated upon award of task orders.

The Contractor is required to notify the Office of Procurement PCO of any changes made by GSA to the applicable schedule and shall resubmit the updated schedule within 10 days of receipt of the modification.

DC PENSION BPA

ADMINISTRATIVE DATA

Primary Point of Contact: Mehul Sanghani, President Octo Consulting
1600 International Drive, Suite 500
McLean, Virginia 22102

(Complete Name, Title, Corporate Address)

(Electronic mail address and phone Number)

Mehul.sanhani@octoconsulting.com

(703) 408-2060/ (703) 880-0196

Alternate Point of Contact:

Scott Lewis
(scott.lewis@octoconsulting.com)

Contractor Representative for Contractor Performance Assessment Report (CPARS)

Greg Nowak, Contract Specialist

571-423-0192

Greg.nowak@octoconsulting.com

Remit to Address: 1600 International Drive, Suite 500, McLean, Va. 22102

DC PENSION BPA

PRICING SCHEDULE

The Government anticipates awarding a single Blanket Purchase Agreement (BPA) from this solicitation. The period of performance for this requirement will be one (1) Base period of twelve (12) months and four (4) Option periods of twelve (12) months each; total BPA five years. If the Option to Extend Services, in accordance with FAR 52.217-8, is required and exercised the total BPA will possibly total five years and six months.

The contractor shall provide a pricing schedule for all periods. The pricing schedule noted below shall consist of the **labor categories, labor hours, labor rates, travel and any other costs deemed necessary** for this requirement. The Government has provided the labor categories required for this effort, along with the maximum estimated hours per labor category. Offerors shall propose the labor rates in their GSA Schedule, Source 70 and Special Item Number (SIN) 132-51, inclusive of proposed discounts for this BPA. The Government is seeking rate reductions in accordance with FAR 8.405-4; this BPA is estimated to exceed the simplified acquisition threshold.

After award of this BPA the ordering activity will develop a Performance-based Work Statement (PWS) for each task order covered by the BPA and submit it to the vendor. The vendor shall submit a price/technical quote (based on their Pricing Schedule) to perform the specified services. Each request will specify a time frame for submission of quotes. To the fullest extent practicable, performance-based contracting and firm fixed pricing, in accordance with FAR 37.6, will be utilized at the task order level. The vendor will furnish all services in accordance with the specific requirements outlined in the task orders issued.

This is a non-personal services' BPA to provide maintenance and enhancement of the System to Administer Retirement (STAR), which is based on the Oracle/PeopleSoft pension and payroll modules. As the work will be based on the Oracle/PeopleSoft product, it is imperative that the contractor provide specialized expertise in this area.

DC PENSION BPA

SECTION B BASE YEAR – September 9, 2013 –September 8, 2014

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	ESTIMATED QUANTITY(c)	UNIT (d)	UNIT PRICE(e)	AMOUNT (f)
0001	Production/Upgrade Program Manager		Hours	\$150.40	
0002	Production/Upgrade Functional Analyst		Hours	\$140.49	
0003	Production/Upgrade IT Developer		Hours	\$ 60.53	
0004	Production/Upgrade IT Sr. Developer		Hours	\$87.39	
0005	Production/Upgrade IT Systems Administrator		Hours	\$117.83	
0006	Travel				

Vendors must have a GSA Schedule, Source 70; SIN 132-51 Prices are at a fixed rate and must track back to the GSA Schedule. DISCOUNTS ARE REQUESTED AND ENCOURAGED

DC PENSION BPA

SECTION B OPTION YEAR ONE – September 9, 2014 – September 8, 2015

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	ESTIMATED QUANTITY(c)	UNIT(d)	UNIT PRICE(e)	AMOUNT (f)
1001	Production/Upgrade Program Manager		Hours	\$150.40	
1002	Production/Upgrade Functional Analyst		Hours	\$140.49	
1003	Production/Upgrade IT Developer		Hours	\$60.53	
1004	Production/Upgrade IT Sr. Developer		Hours	\$87.39	
1005	Production/Upgrade System Administrator		Hours	\$117.83	
1006	Travel				

Vendors must have a GSA Schedule, Source 70; SIN 132-51 Prices are at a fixed rate and must track back to the GSA Schedule. DISCOUNTS ARE REQUESTED AND ENCOURAGED

DC PENSION BPA

SECTION B OPTION YEAR TWO- September 9, 2015 – September 8, 2016

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	ESTIMATED QUANTITY(c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
2001	Production/Upgrade Program Manager		Hours	\$150.40	
2002	Production/Upgrade Functional Analyst		Hours	\$140.49	
2003	Production/Upgrade IT Developer		Hours	\$ 60.53	
2004	Production/Upgrade IT Sr. Developer		Hours	\$87.39	
2005	Production/Upgrade System Administrator		Hour	\$117.83	
2006	Travel				

Vendors must have a GSA Schedule, Source 70; SIN 132-51 Prices are at a fixed rate and must track back to the GSA Schedule. DISCOUNTS ARE REQUESTED AND ENCOURAGED

DC PENSION BPA

SECTION B OPTION YEAR THREE – September 9, 2016 – September 8, 2017

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	ESTIMATED QUANTITY(c)	UNIT (d)	UNIT PRICE(e)	AMOUNT (f)
3001	Production/Upgrade Program Manager		Hours	\$150.40	
3002	Production/Upgrade Functional Analyst		Hours	\$140.49	
3003	Production/Upgrade IT Developer		Hours	\$ 60.53	
3004	Production/Upgrade IT Sr. Developer		Hours	\$87.39	
3005	Production/Upgrade System Administrator		Hours	\$117.83	
3006	Travel				

Vendors must have a GSA Schedule, Source 70; SIN 132-51 Prices are at a fixed rate and must track back to the GSA Schedule. DISCOUNTS ARE REQUESTED AND ENCOURAGED

DC PENSION BPA

SECTION B
OPTION YEAR FOUR- September 9, 2017 – September 8, 2018

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	ESTIMATED QUANTITY(c)	UNIT (d)	UNIT PRICE(e)	AMOUNT (f)
4001	Production/Upgrade Program Manager		Hours	\$150.40	
4002	Production/Upgrade Functional Analyst		Hours	\$140.49	
4003	Production/Upgrade IT Developer		Hours	\$ 60.53	
4004	Production/Upgrade IT Sr. Developer		Hours	\$87.39	
4005	Production/Upgrade System Administrator		Hours	\$117.83	
4006	Travel				

Vendors must have a GSA Schedule, Source 70; SIN 132-51 Prices are at a fixed rate and must track back to the GSA Schedule. DISCOUNTS ARE REQUESTED AND ENCOURAGED

DC PENSION BPA

SECTION B

FAR 52.217-8 OPTION to EXTEND SERVICES PERIOD FIVE- September 9, 2018 – March 8, 2019 (If required)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	ESTIMATED QUANTITY(c)	UNIT (d)	UNIT PRICE(e)	AMOUNT (f)
5001	Production/Upgrade Program Manager		Hours	\$150.40	
5002	Production/Upgrade Functional Analyst		Hours	\$140.49	
5003	Production/Upgrade IT Developer		Hours	\$ 60.53	
5004	Production/Upgrade IT Sr. Developer		Hours	\$87.39	
5005	Production/Upgrade System Administrator		Hours	\$ 117.83	
5006	Travel		NOT-TO EXCEED		

Vendors must have a GSA Schedule, Source 70; SIN 132-51 Prices are at a fixed rate and must track back to the GSA Schedule. DISCOUNTS ARE REQUESTED AND ENCOURAGED

DC PENSION BPA

**Department of the Treasury
Office of D.C. Pensions**



System to Administer Retirement

**Performance Work Statement
Production Support**

1.0 BACKGROUND

The Balanced Budget Act of 1997 requires the Secretary of the Treasury to assume certain responsibilities for the pension plans of District of Columbia retired police officers, firefighters, teachers, and judges. These responsibilities, which have been delegated by the Secretary to the Office of D.C. Pensions, include investment and management of fund assets, distribution of certain pension benefits, and management control and benefits administration of these pension plans.

As part of its responsibilities under the Act, ODCP is leading the development, implementation and operation of an integrated pension/payroll system called The System to Administer Retirement (STAR). ODCP has successfully deployed 5 releases of STAR. Release 5 marked the last of the major release development currently planned.

STAR is based on the 9.1 version of Oracle/PeopleSoft pension and payroll modules. It supports the pension benefits administration for the annuitants covered by the District of Columbia Judges', Police Officers' and Firefighters', and Teachers' Retirement Plans. With the deployment of release 5, STAR is also able to split the benefits payments into the federal and district portions for all payments moving forward.

Currently, Northrop Grumman provides production support and develops and deploys new functionality. The Bureau of the Public Debt (BPD) through its Office of Information Technology is responsible for system hosting and production support of the current system and will be responsible for supporting the newly deployed functionality once it is migrated into production. With the current production support contract ending in 2013, the new production support contractor will work with BPD and the Technical Support Team with operational support of the STAR system. BPD will leverage this contract to access supplemental resources to support maintaining and enhancing STAR. The production support contractor will also be responsible for developing and deploying new functionality.

2.0 OBJECTIVE

The objective of this statement of work is to obtain contractor services to provide supplemental support for the BPD Technical Support Team and the services it provides in the areas of:

General production support:

- Problem management
- Application maintenance
- System and database administration
- Test administration
- Knowledge transfer

System upgrades analysis and implementation:

- Application analysis
- Application development
- Application implementation

- Test administration
- Special projects

3.0 TASKS

3.1 Production Support

Outcome:

- The Bureau of the Public Debt's Technical Support Team is self-sufficient in operating and maintaining STAR where contractor support was provided.
- Updated system documentation, tracking logs and electronic library reflect the current production environment where contractor support is provided.

Deliverables and Acceptable Quality Levels:

General Production Support:

- **Problem Trouble Tickets Corrected and Documented** on or before the established STAR response and resolution standards. The standard response times for production trouble tickets are noted below.
- **Oracle/PeopleSoft Patches and Fixes Analyses** finalized one week prior to the Change Control meeting at which the analysis(es) is to be presented.
- **Oracle/PeopleSoft Patches and Fixes Implemented** according to STAR protocols and mutually agreed upon requirements and schedule. The schedule is developed collaboratively as a part of the implementation planning process.
- **Change Request and Operations Maintenance Request Analyses** finalized one week prior to the Change Control meeting at which the analysis(es) is to be presented.
- **Change Requests (CR) and Operations Maintenance Requests (OMR) Implemented** according to STAR protocols and mutually agreed upon requirements and schedule. The schedule is developed collaboratively as a part of the implementation planning process. The delivered functionality meets the requirements specified in CR or OMR and supporting documentation.
- **System and Database Administration** provided according to STAR protocols.
- **Special Project Support** according to STAR protocols and mutually agreed upon requirements and schedule. The schedule is developed collaboratively as a part of the implementation planning process.
- **Quality Assurance of STAR calculations** are conducted monthly on the previous months' new cases to ensure STAR is properly calculating the federal/district split amounts.
- **Knowledge Transfer** provided to the BPD Technical Team so that the team is self-sufficient in operating and maintaining STAR where contractor provided support.

Performance Measures: Deliverables are due on or before the date scheduled.

The BPD Technical Support Team adheres to the following standards for managing production trouble tickets. The contractor is expected to adhere to the same standards.

- Critical: 24 hours
- High: 5 business days (sooner if necessary)
- Medium: 10 business days to “ready to migrate” status
- Low: 20 business days to “ready to migrate” status

The BPD Technical Support Team follows a strict configuration management methodology. The contractor is expected to follow the same methodology.

Pre-determined standards are not used for approved change requests, configuration item change requests, patches and fixes, and special projects. Instead unique schedules, milestones and standards are developed for each.

Monitoring Method:

- Government review of deliverable quality and timeliness.
- Independent review of adherence to configuration management requirements.

3.1.1 Problem Management

When required/requested, the contractor will support the BPD Technical Support Team in providing Problem Management to support the users of the STAR system. The problem management functional area coordinates the resolution of production problems among system end-users and those operating/maintaining the system. It includes receiving incidents from users and informing users of potential workarounds or resolutions. The problems are then assigned for resolution. Users are responsible for providing detailed information surrounding their reported problems, for actively participating in the solution, and for approving the final results in a timely manner.

When required/requested, the contractor will support the BPD Technical Team by supporting the end users of STAR by providing the following services:

- Receive calls from end-users of STAR
- Determine priority and log problem trouble ticket information in STAR Track
- Receive end-user issue/request information assigned by BPD Support Desk
- Log issues or administrative requests received in the STAR Track database
- Resolve application and database issues in the production support environment
- Fulfill STAR stakeholder requests
- Escalate issues or requests to appropriate production support organization or resource
- Notify stakeholders of status/resolution of issues

3.1.2 Application Maintenance

When required/requested, the contractor will support the BPD Technical Team by performing maintenance support for the STAR production environment. The support shall include production fixes, Configuration Item Change Requests and approved Change Requests. Quality assurance measures are provided monthly. Problems are to be documented in Treasury's STARTrack problem tracking system and final design and development documentation to be updated in STARBase, ODCP's electronic library.

3.1.3 System and Database Administration

When required/requested, the contractor will support the BPD Technical Team in providing system and database administration services for development efforts. Service includes:

- Operating and maintaining hardware, software, and databases
- Troubleshooting (including telecommunications)
- Creating backups
- Applying upgrades, patches and fixes
- Applying migrations
- Installing hardware and software
- Supporting system recovery and restoration
- Setting up and maintaining user accounts/security
- Developing administration and operations documents

3.1.4 Business Analysis and Testing

When required/requested, the contractor will support the BPD Technical Team in requirements gathering and coordinating requirements and testing activities. Services will include:

- Interacting across the team and with clients to perform technical requirements validations for new and existing development
- Creating new requirements and updating existing requirement documents
- Participating in all aspects of the software development lifecycle
- Leading and/or facilitating requirements gathering sessions
- Developing test plans and test reports
- Creating test scripts and update the test scripts each release
- Testing functionality, verify results and report findings to the team

3.1.5 Project Management

The Project Manager shall have the authority to make any technical, hiring and dismissal decisions, or special arrangements regarding each contract year. The Project Manager shall be responsible for the overall management and coordination of each contract year and shall act as the central point-of-contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COR to discuss problem areas as they occur. The Project Manager or designated representative shall respond within four work hours after

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

3.2 Knowledge Transfer

When required/requested, the contractor will team with the BPD Technical Team to provide the services described. As a part of the teaming effort, the contractor will transfer any knowledge gained from the work effort to the BPD Technical Team to ensure self-sufficiency within the BPD Technical Team.

3.3 Application Development and Implementation

3.3.1 Application Development

Under separate task order, the contractor will support the BPD Technical Team in providing Oracle/PeopleSoft application development services in response to approved system changes (Change Requests). The change control process is defined in the Change Control Plan and includes all infrastructure, application and configuration item changes. All design documentation is to be updated and stored in STARBase, Office of D.C. Pension's electronic library, and follow the standards established for STAR. These activities are managed as special projects and implemented using the standard system development lifecycle that includes plan, design, build, test, and deploy. The contractor will support each phase as defined in the task order.

4.0 TRAVEL

Task Orders contemplating travel will have a specific Contract Line Item Number (CLIN). Travel will be reimbursed at actual cost in accordance with the limitations set forth in FAR 31.205-46. Per Diem will also be reimbursed per FAR 31.205-46. Profit shall not be applied to travel costs.

All travel shall be in accordance with the Federal Travel Regulations (for travel in 48 contiguous states) the Joint Travel Regulations, DOD Civilian personnel, Volume 2, Appendix A (for travel to Alaska, Hawaii, Puerto Rico, and U.S. territories and possessions), and if required by the Performance Work Statement, the Standardized Regulations (Government Civilians, Foreign Areas) Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" (for travel not covered in the Federal Travel Regulations or Joint Travel Regulations).

It is anticipated that the contractor staff will be located within the Office of DC Pensions, in Washington, DC and will support the BPD Technical Support Team in Parkersburg, West Virginia. All local travel will be in Washington, DC. Non-local travel may be required to the Parkersburg, W.V. location. All travel requires Government approval/authorization and notification to the Contracting Officer's Representative (COR).

Contractors shall provide original or copies of all receipts for travel to include airline tickets or other commercial means of transportation, lodging, meals, gas, mileage, etc. Receipts must be received and approved by the Government prior to payment of invoices for travel.

5.0 REPORTS

A Monthly Status Report according to Work Breakdown Structure will be due by the 5th business day of the month for the previous month.

A monthly invoice per task order referencing labor categories, hours worked by sub-task of the Work Breakdown Structure, period work was performed, and rate will be due by the 5th business day of the month for the previous month.

6.0 PERIOD OF PERFORMANCE

The period of performance for this BPA will be for one base year and four option years with an option to extend services for six months (if required) as follows:

- One Base Year: September 9, 2013 – September 8, 2014
- Option Year I: September 9, 2014 – September 8, 2015
- Option Year II: September 9, 2015 – September 8, 2016
- Option Year III: September 9, 2016 – September 8, 2017
- Option Year IV: September 9, 2017 – September 8, 2018
- Option Period V: September 9, 2018 – March 8, 2019–FAR 52-217-8 (If Required)

7.0 GOVERNMENT FURNISHED PROPERTY

Government Furnished Property (Material, Equipment, and Information) may be provided in conjunction with required performance under the task order Performance Work Statement. All GFP will be designated at the task order level. Disposition at the end of the task shall be in accordance with FAR clause 52.245-1. All work will be performed on-site, unless specifically designated otherwise in the Task Order.

7.1 Government Furnished Equipment

Upon commencement of the task, unless otherwise indicated, the Government will provide one copy each of the following equipment products to the Contractor.

- COTS licensing of any existing Treasury software licenses as applicable.
- Required technical communications interface and access support as required.
- Computer workstations for on-site labor.
- Telephones.

At the request of the Government, the Contractor shall immediately return any Government provided equipment, specialized or off-the-shelf software, and all other materials that were provided by the Government for the Contractor to use to complete assigned work.

Software Made Available for Contractor's Use

- a) The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this BPA. The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.
- b) The Contractor agrees that it and its employees will not use copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.
- c) The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this task order, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of IRS's licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue to perform to the full extent possible without utilizing the software in question.
- d) Paragraphs (a) through (d) of this clause shall flow down to all subcontracts.

GSA Contract FAR Clauses 52.224-1; 52.224-2 and FAR 52.227-14 are applicable.

7.2 Government Furnished Information

Upon commencement of the task, unless otherwise indicated, the Government will provide one copy of any documents that have been provided to Treasury by the District Government up to this point in time that are determined to be relevant to the work to be performed.

As determined by mutual agreement, the Government shall provide additional information that may be required in the performance of the tasks.

At the request of the Government, the Contractor shall immediately return any Government provided equipment, specialized or off-the-shelf software, and other materials that were provided by the Government for the Contractor to use to complete the assigned tasks.

8.0 PLACE OF PERFORMANCE AND ACCESS TO GOVERNMENT PROPERTY AND FACILITIES

The primary work site for the Contractor shall be the Government's location at:

- 655 15th Street, NW, Washington, DC

The Contractor will also be allowed limited access to the other Government or District facilities as specified below:

- 900 7th Street, NW, Washington, DC
- Bureau of the Public Debt, Parkersburg, West Virginia

9.0 SPECIAL CONTRACT REQUIREMENTS

9.1 DT1052.201-70 COR Appointment and Authority (APR 2004)

- (a) The contracting officer's representative is: Dave Roth, Department of Treasury, Office of DC Pensions, 1500 Pennsylvania Avenue, N.W., 655 15th Street, N.W., Room 6G114, Metropolitan Square, Washington, D.C. 20220

Telephone: (202) 622-0192

E-mail: david.roth@do.treas.gov

(b) Performance of work under this BPA is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitations, direction to the contractor that directs or redirects the labor, effort, shifts the work between work areas or locations, fill in details or otherwise serve to ensure that tasks outlined in the work statements are accomplished satisfactorily.

(c) Technical direction must be within the scope of the work statement. The COR does not have authority to issue technical direction that:

- (1) constitutes a change of assignment or additional work outside the general scope of the contract;
- (2) Constitutes a change as defined in the clauses entitled "Changes";
- (3) In any manner causes an increase or decrease in the total contract cost, or time required for the contract performance;
- (4) Changes any of the terms, conditions or specifications/work statements;
- (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
- (6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction of the COR. If, in the opinion of the contractor, any direction of the COR, or the designated representative, falls within the limitations in (c) above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clauses entitled "Disputes."

9.2 Billing Information

Invoices shall be submitted electronically to the following e-mail address:
dcpaccountspayable@bpd.treas.gov. If you are unable to submit electronically, then mail invoices to:

Bureau of the Public Debt
 Funds Management Branch
Avery Street, A3-G
 P.O. Box 1328
 Parkersburg, WV 26106-1328

9.2.1 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

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

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

9.3 DTAR 1052.232-7003 Electronic Submission of Payment Requests (Aug 2012)

- (a) Definitions. As used in this clause-
 - (1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.
 - (b) Except as provided by paragraph (c) of this clause, the contractor shall submit payment requests electronically using the Internet Payment Platform (IPP). Information regarding IPP is available on the internet at www.ipp.gov. Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgropu@bos.frb or phone (866) 973-3131.
 - (c) The contractor may submit payment requests using other than IPP only when the contracting officer authorizes alternate procedures in writing.
 - (d) If alternate payment procedures are authorized, the contractor shall include a copy of the contracting officer's written authorization with each payment request.

PAYMENT AND INVOICE QUESTIONS

For payment and invoice questions, go to <https://www.ipp.gov> or contact the Accounting Services Division as (304) 480-8000 option 7 or via email at AccountsPayable@bpd.treas.gov.

9.4 FAR 52.204-7 Central Contract Registration (Feb 2012)

9.5 FAR 52.232.33 Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003)

9.6 Security Requirements (SEP 2002)

The information processed by STAR is considered to be sensitive, but unclassified data; containing personal information about individuals. As such, the Contractor is required to treat all data with confidentiality. Contract employees will be required to sign a non-disclosure agreement that outlines their responsibilities to protect the data and comply with the STAR Security Plan.

The Contractor shall ensure that all applicable personnel working on this order, including subcontractors, meet the following security requirements for contractors to protect against unauthorized disclosure of Sensitive but Unclassified (SBU) data. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a.

- 1) All applicable personnel shall be United States citizens or have lawful permanent resident status.
- 2) All applicable personnel shall be subject to a National Agency Check, Law and Credit (NACLC) investigation in accordance with the Department of the Treasury Security Manual (TD P 71-10). Applicable personnel shall not begin working on this Task Order until all security forms have been properly completed and submitted to the Contracting Officer's Technical Representative for processing, as follows:
 - a) Completed fingerprint cards
 - b) Non-disclosure Agreement
 - c) Fair Credit Reporting Act Release
 - d) SF 85-P, "Questionnaire for Public Trust Positions"
- 3) The Contractor shall ensure that all documentation relative to the System to Administer Retirements (STAR) be developed, processed, accessed, safeguarded, transmitted, and destroyed in accordance with TD P 71-10.
- 4) Applicable personnel shall wear Treasury issued identification badges when working in Government facilities.
- 5) Applicable personnel are prohibited from removing Treasury information and/or data from STAR.

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

All information collected under this contract shall be considered procurement sensitive. Contractor staff must be a United States citizen or possess alien status in the United States and be able to pass a Government background investigation, if required, by the Department of the Treasury.

During the period of this task, access to Department of the Treasury facilities for Contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any Treasury, or Treasury Bureau facility shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the Contractor to provide this corporate identification. Upon the termination of the employment of any contractor personnel working on this task, all government furnished identification shall be returned to the issuing office. All on-site contractor personnel shall abide by security regulations applicable to that site.

The contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of this contract. In addition the contractor must have provided the personnel associated with this contract, all security awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law which shall include those requirements of the Federal Acquisition Regulations (FAR). All Treasury contractors are required to take annual security awareness and privacy awareness training. Classified information will NOT be made available to the contractor.

9.7 FAR 52.204-9 Personnel Identity Verification of Contractor Personnel (Jan 2011)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD), Office of Management and Budget (OMB) guidance memorandum M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government: (1) when no longer needed for contract performance. (2) Upon completion of the Contractor's employee's. (3) Upon contract completion or termination.

- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

Contractors shall also comply with Contractor Responsibilities Following Granting of Access or Issuance of Identification Media (PIV Card) (See Attachment 3).

9.8 IR 1052.204-9001 Identification/Badging Requirements

IDENTIFICATION/BADGING REQUIREMENTS (MAR 1998)

During the period of this BPA, access to Treasury facilities for contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this BPA require their presence at any Treasury, or Treasury bureau, facility shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the Contractor to provide this corporate identification. Upon the termination of the employment of any contractor personnel working on this BPA, all Government furnished identification shall be returned to the issuing office. All on-site contractor personnel shall abide by security regulations applicable to that site.

[End of clause]

9.9 Non-Supervision of Contractor Employees

For any on-site contractor personnel assigned to a Federal building as their work site, the Government will not exercise any supervision or control over contractor employees performing services under this BPA. The contractor's (and subcontractor's, if applicable) employees are accountable solely to the contractor's management, who in turn, is responsible for performance to the Government.

9.10 Confidentiality

1. Nondisclosure of Confidential Information

- a. Nondisclosure. Neither the contractor nor any of its employees will disclose any information specifically identified as confidential at or prior to disclosure to contractor by Treasury (the “Information”) for any purpose other than in furtherance of the consulting services to be rendered by the contractor to Treasury. All retirement, personnel, and payroll records or information pertaining to specific individuals in the custody of either Treasury or the Government of the District of Columbia to which the contractor has access shall be treated as confidential Information. The contractor will take all steps reasonable and necessary so that the confidentiality of the Information in the contractor’s possession will be maintained by it.
- b. Return of documents. Upon termination of the contractor’s engagement, all documents and records in the contractor’s possession containing the Information will be returned to Treasury.

2. Application

Notwithstanding anything to the contrary herein, this Provision shall not apply to any Information:

- a. which at the time disclosed to, or obtained by, the contractor is in the public domain;
 - b. which becomes part of the public domain through no fault of the contractor;
 - c. which was communicated to the contractor by a third party who is not, to the contractor’s knowledge, subject to any confidentiality obligations with respect thereto;
 - d. which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar process or in connection with a litigation, arbitration or other proceeding; provided, however, that the contractor shall, prior to disclosing such Information, give prior timely notice of such required disclosure to the Treasury and the government of the District of Columbia to enable them to challenge any such legal process; or
 - e. Which was independently developed by the contractor?
3. The contractor shall ensure that this provision is incorporated in all subcontracts, task orders and similar agreements entered into or issued in support of this Agreement.

9.11 IR1052.239-9008 Section 508 – Information, Documentation, and Support (SEP 2006)

In accordance with 36 CFR 1194, Subpart D, the electronic and information technology (EIT) products and product support services furnished in performance of this BPA shall be documented

to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, as amended, and the EIT accessibility standards established by the Architectural and Transportation Barriers Compliance Board (Access Board).

At no time during the performance of the award shall the level of conformance go below the level of conformance in place at the time of award. At no additional cost, the contractor shall provide information, documentation, and support relative to the supplies and services as described in this BPA and any Task Order issued. The Contractor shall maintain this detailed listing of compliant products for the full BPA term, including all forms of extensions, and shall ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:

(a) Products support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.

(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.

(c) Support services for products shall accommodate the communication needs of end-users with disabilities. (End of Clause)

9.12 IR1052.239-9010 Section 508 Services (SEP 2006)

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

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

X-1194.21, Software applications and operating systems.

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

X-1194.22, Web-based intranet and internet information and applications.

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

___ 1194.23, Telecommunications products.

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

___ 1194.24, Video and multimedia products.

___(a) ___(b)X(c)X(d)X(e)

- ___ 1194.25, Self contained, closed products.
 ___(a) ___(b) ___(c) ___(d) ___(e) ___(f) ___(g) ___(h) ___(i) ___(j)
- ___ 1194.26, Desktop and portable computers.
 ___(a) ___(b) ___(c) ___(d)
- X-1194.41, Information, Documentation, and Support.
X(a) X(b) X(c)

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

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

- X (a) At least one mode of operations and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.
- X (b) At least one mode or operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.
- X (c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.
- X (d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.
- X (e) At least one mode of operation and information retrieval that does not require speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.
- X (f) At least one mode of operation and information retrieval that does not require fine motor or simultaneous actions and that is operable with limited reach and strength shall be provided.

(End of Clause)

9.13 FAR 52.233-2 Service of Protest (SEP 2006)

- a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from the

Internal Revenue Service
 6009 Oxon Hill Road, Suite 500,
 Oxon Hill, MD 20745
 ATTN: Eleana W. Johnson, Contracting Officer.

- b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

9.14 Contractor Performance Assessment Reporting

Interim and final evaluations of contractor performance will be prepared on this BPA in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the BPA.

Interim and final evaluations shall be available to the Contractor through the Contractor Performance Assessment System (CPARS) as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision shall be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the BPA file, and may be used to support future award decisions.

Electronic Access to Contractor Performance Evaluations

Contractors must register with CPARS in order to review and comment on agency prepared contractor interim and final evaluation reports. Contractors can do this by registering online at the <https://www.cpars.csd.disa.mil>.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

9.15 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the BPA. 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 30 days.

(End of clause)

9.16 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this BPA by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the BPA expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this BPA, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

9.17 52.237-3 Continuity of Services (JAN 1991)

**CONTRACTOR RESPONSIBILITIES FOLLOWING GRANTING OF ACCESS OR
ISSUANCE OF IDENTIFICATION MEDIA (PIV CARD)**

The Contractor and each of its subcontractors shall comply with the following requirements once a Contractor or subcontractor employee has been granted physical access to a Federally controlled facility and/or has been issued a personal identification verification (PIV) card.

1. When Contractor or subcontractor realizes physical access to a Federally controlled facility or access to a Federal system is no longer required

The Contractor and its subcontractors shall immediately notify the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) whenever an employee of the Contractor or subcontractor, having been provided physical access to a Federally controlled facility or access to a Federal system is no longer in need of such access, regardless of whether the changed circumstance is temporary or permanent. Notification is required even if the Contractor or subcontractor intends to return that employee to a position requiring access at some future time. Immediate shall mean not more than twelve (12) hours from when first realizing access is no longer required.

2. When Contractor or subcontractor employee's PIV card is lost, stolen or not accounted for; or employee misuses access or PIV card; or employee commits criminal act in connection with the access or PIV card.

The Contractor or subcontractor shall also comply with the above notification requirement whenever: (a) a PIV card issued to one of its employees is lost, stolen or otherwise not accounted for; or whenever the Contractor or subcontractor reasonably believes one of its employees, having been authorized access to a Federal facility or Federal system, and/or issued a PIV card, has misused the authorized access or the PIV card, or committed a criminal act in the use of said access or PIV card.

3. When the Contractor is required to return an employee's PIV card

The Contractor and its subcontractor shall be responsible for all PIV cards issued to its employees and the immediate return of a PIV card to the CO or the COR whenever the need for the card ceases to exist, whether the changed circumstance is temporary or permanent. The Contractor or subcontractor shall immediately notify the CO or COR whenever a circumstance arises requiring the return of a PIV card. Return of the PIV card is required even if the Contractor or subcontractor intends to return that employee to a position requiring access at some future time. The return of a PIV card must be completed within three (3) work days following notification to the CO or COR, including the day on which it was determined that the PIV card was no longer required, by delivering it to the COR.

The Contractor or subcontractor shall return the PIV card issued to any of its employees who are reasonably believed to have engaged in misuse of the card or engage in some criminal conduct involving to the use of the card.

4. Quarterly reports by Contractor to PIV card Manager

The Contractor and its subcontractors shall maintain a record of all of its employees having been issued PIV cards, to include the full name of the employee and the number assigned to the card. The Contractor shall deliver to the COR a copy of that record at the end of every third month following contract award or commencement of the Homeland Security Presidential Directive (HSPD)-12 PIV contract requirements. A copy of that report shall also be delivered to the COTR,

Sample WBS/Possible Task Orders to be issued

Those items in **bold** are included within the statement of work.

1.5	STAR Production	<i>All tasks associated with support of the production technical environment for all releases of STAR as they are brought into production</i>
1.5.1	Production Support	Management and operations associated with the Production STAR system. This includes contracts, contract administration and oversight of production outsourcing, disaster recovery and other production suppliers. Also included is management and resolution of user reported problems, regular backups, and scheduling.
1.5.1.1	Functional User Support	Tasks associated with supporting STAR users
1.5.1.2	Ongoing Training Maintenance	Tasks associated with maintenance of training materials. This includes CBTS, Job Aids, etc.
1.5.1.3	CR Analysis and Implementation	Tasks associated with analysis and implementation of change requests
1.5.1.4	Bus. Process Reengineering Support	Tasks associated with supporting Business Process reengineering
1.5.1.5	Org. Change Mgt. Support	All tasks associated with communication and preparing workforce for change.
1.5.2	Application Administration	Administrative application activities to include establishing/deleting users, updating user profiles, etc.
1.5.3	Application Maintenance	Tasks associated with application maintenance such as application of patches, fixes, and updates.
1.5.3.1	Apply Patches and fixes	Tasks associated with planning and executing patches and fixes
1.5.3.2	Administer Trouble Tickets	Tasks associated with administering trouble tickets
1.5.4	Technical Architecture	Tasks associated with making changes and documenting the changes in the production technical architecture. This also includes tech arch admin, such as renewal of software licenses and maintenance fees.
1.5.4.1	DB Support	Administration of Data Base
1.5.4.2	OS Support	Administration of Operating System.
1.5.4.3	PS Support	Administration of PeopleSoft/Oracle applications

1.XX	STAR Development	<i>All tasks associated with planning and execution of development in STAR</i>
1.xxx	Requirements	Identification and confirmation of requirements for the application.
1.xxx	Design and Build	Tasks associated with design, build and component (or unit) test for the Release
1.xxx	Test	Tasks associated with System Test and User Test for the Release.
1.xxx	Development Technical Administration	Tasks associated with maintaining and updating the development technical environment(s) for Development and System Test
1.xxx	Deploy	Activities associated with deployment of STAR Release. Tasks include parallel operations, resolving trouble tickets, communications, and training/knowledge transfer.