

**Attachment 1
OPM-Specific Clauses**

1752.200-70 On-Site Working Conditions (July 2005)

(a) OPM facilities are smoking restricted workplaces. Due to the nature of the work, facilities, and requirements, contractor staff may only smoke outside in designated smoking areas.

(b) Normal operating hours are 7:00 am to 5:30 pm, Monday through Friday. Meeting task objectives within specific timeframes may require the working of extended/overtime hours. Any extended hours must be authorized in advance, and certified as worked by the task Government Project Manager(s).

(c) Government personnel observe the following days as holidays:

New Year's Day	January 1 *
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4*
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25*

* If the date falls on a Saturday, the Government holiday is the preceding Friday. If the date falls on a Sunday, the Government holiday is the following Monday.

(d) In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Presidential Inauguration Day
- Any other day designated by the President's Proclamation

(e) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

(f) When the Federal, State, Local or other Governmental entity grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and must be guided by the instructions issued by the CO or COR.

(g) If Government personnel are unavailable due to furlough or any other reason, the Contractor must contact the CO or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

(1) Contractor personnel who are able to continue contract performance (either on-site or at a site other than their normal workstation), must continue to work and the contract price shall not be reduced or increased.

(2) Contractor personnel who are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort. This may result in a reduction to the contract price.

1752.204-70 Contractor Personnel Security Requirements (Jan 2008)

(a) The U.S. Office of Management and Budget (OMB) Memorandum M-05-24, referenced in paragraph (a) of FAR 52.204-9, Personal Identity Verification of Contractor Personnel, is available on-line at <http://www.whitehouse.gov/omb/memoranda/fy2005/m05-24.pdf>.

(b) The Government may require security clearances for performance of this contract. The Contractor must obtain these clearances before beginning work on the contract (OPM will not allow Contractor employees without clearance in any of its facilities). The Contractor must obtain these clearances by using the eQIP system. If satisfactory security arrangements cannot be made with the Contractor, the required services must be obtained from other sources.

(c) The level of classified access required will be indicated on DD-254 or other appropriate form incorporated into each request requiring access to classified information. Contractors are required to have background investigations for suitability if they occupy positions of trust (e.g., systems administration) even if they do NOT have access to classified information.

(d) Necessary facility and/or staff clearances must be in place prior to start of work on the contract

(e) Contractors are responsible for the security, integrity and appropriate authorized use of their systems interfacing with the Government and or used for the transaction of any and all Government business. The Government, through the Government's Contracting Officer, may require the use or modification of security and/or secure communications technologies related to Government systems access and use.

(f) The Government, at its discretion, may suspend or terminate the access and/or use of any or all Government access and systems for conducting business with any/or all Contractors

when a security or other electronic access, use or misuse issue gives cause for such action. The suspension or termination may last until such time as the Government determines that the situation has been corrected or no longer exists.

1752.205-70 Announcement of Contract Award (July 2006)

OPM complies with FAR 5.3, Synopses of Contract Awards, in terms of synopsising and publicly announcing contract awards. These actions take place at the time of, and not before, the contract is awarded. Contract award, in this case, means signature of the contractual document by the Contracting Officer and forwarding of the contractual document to the contract awardee. If the contract awardee wishes to make a separate public announcement, the awardee must obtain the approval of the Contracting Officer prior to releasing the announcement, and must plan to make announcement only after the contract has been awarded.

1752.209-70 Contractor Performance Capabilities (July 2005)

The Contractor must be capable of performing all the tasks described in the Statement of Work. The Government shall not be liable for any costs or other involvement in the purchase, repair, maintenance or replacement of Contractor items used to implement or comply with requirements of the contract. Likewise, the Government shall in no way be held accountable by the Contractor for the Contractor's inability to perform under this Contract due to Government technology implementations and or changes.

1752.209-71 Contractor's Key Personnel (July 2005)

(a) In order to ensure a smooth and orderly start up of work, it is essential that the key personnel specified in the Contractor's proposal be available on the effective date of the contract. If these personnel are not made available at that time, the Contractor must notify the Government Contracting Officer and show cause. If the Contractor does not show cause, the Contractor may be subject to default action.

(b) The Contractor shall not of its own will remove or replace any personnel designated as "key" personnel without the written concurrence of the cognizant Contracting Officer. Prior to utilizing employees other than specified personnel, the Contractor shall notify the Government Contracting Officer and the COR. This notification must be no later than five (5) calendar days in advance of any proposed substitution and must include justification (including resume(s) of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on contract performance.

(c) Substitute personnel qualifications must be equal to, or greater than, those of the personnel being substituted. If the Government Contracting Officer and the COR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the contract, the Contractor may be subject to default action. If deemed necessary by the Government, substitute personnel must be given a one-(1) day orientation by Contractor personnel at no additional cost to the Government and with no change in the delivery schedule.

(d) In the event that the performance of assigned Contractor personnel or any substitute(s) is determined by the Government to be unsatisfactory at any time during the life of the Contract, the Government reserves the right to request and receive satisfactory personnel replacement within five (5) calendar days of receipt by the Contractor of written notification. Notification will include the reason for requesting replacement personnel.

(e) The Contractor-supplied personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed herein. The Contractor must select, supervise, and exercise control and direction over its employees (including subcontractors) under this Contract. The Government shall not exercise any supervision or control over the Contractor in its performance of contractual services under this contract. The Contractor is accountable to the Government for the action of its personnel.

(f) The Contractor is herewith notified that employee recruiting and employee retention practices shall be monitored on a regular basis.

1752.209-72 Qualifications of Contractor's Employees (July 2005)

The Contracting Officer may require dismissal from work of those employees which he/she deems incompetent, careless, insubordinate, unsuitable or otherwise objectionable, or whose continued employment he/she deems contrary to the public interest or inconsistent with the best interest of national security. The Contractor must fill out, and cause each of its employees on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor's employees must be fingerprinted. Each employee of the Contractor who works on this contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

1752.209-73 Standards of Conduct (June 2006)

(a) Personnel assigned by the contractor to the performance of work under this order must be acceptable to the Government in terms of personal and professional conduct. Contractor personnel shall conform to standards of conduct as follows:

(1) No contractor employees shall solicit new business while performing work under this order.

(2) The contractor and its employees shall not discuss with unauthorized persons any information obtained in the performance of work under this order.

(b) Should the continued assignment to work under this order of any person in the contractor's organization be deemed by the Contracting Officer to conflict with the interests of the Government, that person shall be removed immediately from assignment, and the reason for removal shall be fully documented in writing by the Contracting Officer. Employment and

staffing difficulties shall not be justification for failure to meet established schedules, and if such difficulties impair performance, the contractor may be subject to default.

1752.209-74 Organizational Conflicts of Interest (July 2005)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5, Organizational and Consultants Conflicts of Interest, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure must include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Office, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor must include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

(e) In the event that a requirement changes in such a way as to create a potential conflict of interest for the Contractor, the Contractor must:

- (1) Notify the Contracting Officer of a potential conflict, and;
- (2) Recommend to the Government an alternate approach which would avoid the potential conflict, or
- (3) Present for approval a conflict of interest mitigation plan that will:
 - (i) Describe in detail the changed requirement that creates the potential conflict of interest; and
 - (ii) Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.
- (4) The Contractor must not commence work on a changed requirement related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.
- (5) If the Contracting Officer determines that it is in the best interest of the Government to proceed with work, notwithstanding a conflict of interest, a request for waiver must be submitted in accordance with FAR 9.503.

1752.209-75 Reducing Text Messaging While Driving (Oct 2009)

- (a) In accordance with Section 4 of the Executive Order, "Federal Leadership on

Reducing Text Messaging While Driving,” dated October 1, 2009, you are hereby encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-owned, -leased or -rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new company rules and programs, and reevaluating existing programs to prohibit text messaging while driving, and conducting education, awareness, and other outreach for company employees about the safety risks associated with texting while driving. These initiatives should encourage voluntary compliance with the company’s text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

1752.216-70 Vendor Management (Dec 2010)

The purpose of this clause is to provide additional guidance pertaining to task orders awarded under the Vendor Management Program.

(a) Reference clause 1752.204-70 of this contract –

Government agencies have differing levels of security clearance requirements. The Contractor may be required to obtain or provide evidence of appropriate clearances for personnel who will work on task orders before the work begins. Clearance requirements are often but not always stated in the Statement of Objectives (SOO) accompanying an invitation to a Task Order Competition.

(b) Reference clause 1752.209-70 of this contract –

The Contractor need not be capable of performing all the tasks described in a SOO in order to be eligible for a task order award. However, having the capability of performing all described tasks generally enhances the Contractor’s likelihood of receiving a task order award.

(c) Reference clause 1752.209-71 of this contract –

The Contractor is required, as stated in Section C.6.a of the contract, to provide a designated Vendor Management Point of Contact (POC). Before the Contractor replaces the POC or designates an alternate POC, the credentials of the proposed substitute or alternate must be approved in advance by the Vendor Management Contracting Officer's Representative (COR). As of February 5, 2008, the Vendor Management COR for this purpose is Bud Deming who may be reached at: basil.deming@opm.gov.

(d) Reference clause 1752.209-71 of this contract –

For all task order awards, substitute personnel qualifications must be equal to or greater than those of the personnel being substituted or must otherwise be acceptable to the customer and approved in advance by the Vendor Management COR. If a Vendor Management COR determines that the proposed substitute personnel are unacceptable, or that the reduction of effort would be so substantial as to impair the success of the project, the Contractor may be subject to termination for default action under FAR 49.4. All substitute personnel must be oriented and or trained for project performance at the Contractor's expense.

(e) Reference clause 1752.209-71 of this contract –

For all task order awards, in the event that the performance of the Contractor is determined to be unsatisfactory at any time during the task order, Vendor Management reserves the right to terminate for default under FAR 49.4 existing task orders and to replace the Contractor if remedial actions are unsuccessful or are deemed insufficient to address legitimate customer concerns.

(f) Reference clause 1752.209-72 of this contract –

The policy and the specific requirements of a Vendor Management customer will determine whether some or all of the Contractor's employees working on a task order must be citizens of the United States of America, or an alien who has been lawfully admitted for permanent residence in the United States.

(g) Reference clause 1752.209-73 of this contract –

Contractor personnel shall not solicit new business outside their Vendor Management contract or task orders from a customer for whom the Contractor is performing work under any Vendor Management task order. The Contractor must coordinate marketing efforts with Vendor Management project managers with respect to all new and continuing task orders with that customer.

(h) Reference clause 1752.224-70 of this contract –

The Applicability section in the referenced clause section applies to Vendor Management contractor personnel performing on task orders specifically for an OPM internal customer.

1752.219-70 Small Business Subcontracting Plan (June 2006)

(a) If your company is required to file a Small Business Subcontracting Plan in accordance with FAR 52.219-9, please use the Subcontracting Plan Template attached to this solicitation for that purpose.

(b) The on-line Electronic Subcontracting Reporting System (eSRS) must now be used for input of the reports required by FAR 52.219-9(d)(10)(iii). To comply with this requirement, please do the following:

(1) If your company does not yet have an eSRS account, then please sign up for one at www.esrs.gov. A user guide that explains how to use eSRS is available at: http://esrs.gov/documents/esrs_contractor_user_guide_1.7.pdf. If you notice that your company contact information or DUNS number in eSRS are not correct, then please make corrections through the Central Contractor Registration (CCR) website at <http://www.ccr.gov/>. That data will then flow from the CCR to the Federal Procurement Data System – Next Generation (FPDS-NG) and then finally into the eSRS system. Repopulation of your eSRS contact info can take two business days after you make corrections in the CCR. Please include the e-mail addresses of the contracting officer in eSRS for notification in block 13 of the report.

(2) Starting with fiscal year 2005, submit your Summary Subcontracting Reports (SSRs – Old SF 295) and your Individual Subcontracting Reports (ISRs – Old SF 294) for contracts into the eSRS. Midyear reports are not required in eSRS for FY 2004 and 2005.

(3) For fiscal year 2006 onward also submit your midyear (March) ISRs into eSRS.

(4) If you have not yet submitted a final report for any contracts closed during FY 2004 onward, you should do so now using the eSRS.

(5) Please continue to submit to the Contracting Officer paper prints of all the reports you input to eSRS, until further notice. (This continues to be a FAR requirement)

(6) If you have a Blanket Purchase Agreement (BPA) with OPM, please submit your ISRs via paper. FPDS-NG, which provides data into eSRS, does not identify subcontracting plans resulting from BPAs and other types of orders.

1752.219-71 Requirements of Partnership Agreement between SBA and OPM (Oct 2009)

This contract is subject to the terms and conditions of the current Partnership Agreement (PA) between the U.S. Small Business Administration (SBA) and OPM, in effect through September 30, 2012. You may request a copy of the PA from the Contracting Officer or from the Director of OPM's Office of Small and Disadvantaged Business Utilization at Small.Business@opm.gov. In accordance with the PA, you are hereby notified that:

(a) Even though SBA may not be identified in section A of the contract, it is still the prime contractor on the contract;

(b) You must obtain SBA's approval of any novation agreements that you submit;

(c) OPM must provide advance notice to SBA (as the prime contractor) prior to issuance of a final notice terminating the contract in whole or in part; and

- (d) Your SBA district office is:
_____ District Office
[Street Address] _____

[City, State, Zip Code] _____
Phone: _____
E-mail: _____

1752.222-70 Notice of Requirement for Certification of Nonsegregated Facilities (July 2005)

By signing this offer or contract, the contractor will be deemed to have signed and agreed to the provisions of Federal Acquisition Regulations (FAR) Clause 52.222-21, Certification of Nonsegregated Facilities, incorporated by reference in this solicitation/contract. The certification provides that the bidder or offeror does not maintain or provide for its employees, facilities which are segregated on a basis of race, color, religion, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder/offeror does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. FAR Clause 52.222-21 must be included in all subcontracts as well.

1752.222-71 Special Requirements for Employing Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (July 2005)

(a) If this contract contains FAR Clause 52.222-35 (Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), your company must comply with the requirements of this clause, including the listing of employment opportunities with the local office of the state employment service system.

(b) If this contract contains FAR clauses 52.222-37 (Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans) or 52.222-38 (Compliance with Veterans' Employment Reporting Requirements), you are reminded that your company must comply with the special reporting requirements described in those clauses. Your company must submit information on several aspects of its employment and hiring of special disabled and Vietnam era veterans or other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. You must submit this information no later than September 30 of each year, in the "Federal Contractor Veterans' Employment Report" or VETS-100 Report. The U.S. Department of Labor has established a web site for submitting this report. The address is:
<http://www.dol.gov/vets/programs/fcp/main.htm>.

1752.223-70 Electronic Product Environmental Assessment Tool (EPEAT)-Registered Electronic Products (Jan 2008)

(a) Electronic Product Environmental Assessment Tool (EPEAT) is a tool to help purchasers evaluate, compare and select computer desktops, laptops, notebooks and computer monitors based on their environmental attributes. To obtain additional information regarding EPEAT-registered electronic products, go to <http://www.epeat.net>.

(b) FAR 52.223-9, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products, requires that at all of the electronic products that the agency acquires under this Information Technology (IT) contract to meet the agency's requirements must be EPEAT Bronze-registered or higher electronic products.

(c) By signing this offer or contract, the contractor will be deemed to have signed and agreed that all of the electronic products that the contractor provides under this contract are EPEAT Bronze-registered or higher electronic products.

1752.223-71 Environmentally Preferable Products and Services (July 2005)

(a) Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management, requires in agency acquisitions of goods and services (i) use of sustainable environmental practices, including acquisition of biobased, environmentally preferable, energy-efficient, water-efficient, and recycled-content products, and (ii) use of paper of at least 30 percent post-consumer fiber content.

(b) By signing this offer or contract, the contractor will be deemed to have signed and agreed that all goods and services provided under this contract will comply with the above requirements of Executive Order 13423.

1752.224-70 Protecting Personally Identifiable Information (May 2009)

(a) Applicability

This clause applies to contractor personnel and addresses specific OPM requirements in addition to those included in the Privacy Act of 1974 (5 U.S.C. 552a - the Act). The following should not be construed to alter or diminish civil and/or criminal liabilities provided under the Act.

(b) Definition of Personally Identifiable Information (PII)

Personally Identifiable Information (PII) is information that can be used to discern or trace a person's identity, such as name, social security number, biometric records, and that combined with other information, can be used to compromise the integrity of agency records relating to a person, by permitting access to unauthorized disclosure of these records. For example, a name alone would generally not constitute PII, but when linked to his or her social security number, date of birth, or mother's maiden name, would constitute PII. In other words, **PII** refers to **any**

information, on any medium, that identifies a specific individual whether the information is on paper or electronic.

(c) Responsibilities for Handling PII

(1) Contract employees shall not remove PII from their individual assigned duty station without prior approval of their supervisor.

(2) All contract employees are personally responsible for the proper handling of PII, regardless of location. All contract employees must be:

- responsible for the proper control and handling of PII residing on their computer, on removable media, and on paper documents.
- responsible for ensuring portable data storage and communication devices are properly controlled and secured at all times.
- responsible for the proper marking, control and storage of printouts and other paper documents containing PII in their possession.
- Email cannot be encrypted. Since PII must be encrypted before being sent, send it only as an encrypted attachment. Do not send PII in the content of an email.

(d) Encryption of Personally Identifiable Information (PII)

(1) OPM has a policy protecting, and when appropriate, restricting sending, copying or moving PII from the OPM network. Therefore, if the contract employees must send PII, send it only as an encrypted attachment. OPM employees and contractors are required to encrypt PII data using WinZip. Instructions on how to use WinZip to encrypt and protect files containing PII are available on Theo at:

<http://theo.opm.gov/helpdesk/selfhelp/WinZipv90EncryptionProcedures.pdf>. WinZip can be used to protect data on workstations, laptops and email attachments. It is available on all OPM workstations attached to the agency's network.

(2) A password protected file is not secure. Never send any unencrypted PII data in e-mail.

(e) Procedures for Reporting a Breach of PII

(1) A breach of PII includes loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access of personally identifiable information whether physical or electronic. As an agency, OPM is required to immediately report all potential PII data breaches -- whether they involve paper documents or electronic information. In order to meet this responsibility, OPM has established a new internal procedure for reporting the loss or possible compromise of any PII, and this clause conforms to that procedure.

(2) OPM contractors must report any breach or potential breach to the OPM Situation Room and the Contracting Officer within 30 minutes of becoming aware of the risk – regardless of the time or day of the week. Breaches should be reported, even if it is believed the

breach is limited, small, or insignificant. OPM's IT security experts will determine when a breach needs additional focus and attention. The OPM Situation Room is available 24 hours per day, 365 days per year. Report the breach to the OPM Situation Room and the Contracting Officer either by phone or by e-mail; however, be sure NOT to include PII in the e-mail.

(f) Points of Contact

(1) OPM contractors must report a breach or potential breach of PII to the OPM Situation Room at:

sitroom@opm.gov
(202) 418-0111
Fax (202) 606-0624

(2) When notifying the Situation Room, please copy or copy the Contracting Officer at:

[Contracting Officer's e-mail address]
202-606-XXXX
202-606-1464

(3) To get help with WinZip, please contact the OPM HelpDesk at:

helpdesk@opm.gov
(202) 606-4927
TTY (202) 606-1295

(4) If you have questions regarding these procedures, contact the Contracting Officer.

1752.224-71 Freedom of Information Act Requests (Sep 2009)

(a) Offerors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore:

(1) All items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked in all documents submitted to the U.S. Office of Personnel Management (OPM or The Government). Marking of items will not necessarily preclude disclosure when the OPM determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

(2) No later than five (5) business days after award of a contract, blanket purchase agreement (BPA), or order, the Contractor must provide OPM a redacted copy of the contract/BPA/order in electronic format. This copy will be used to satisfy any requests for copies of the contract/BPA/order under the FOIA. If the Contracting Officer believes that any redacted

information does not require protection from public release, the issue will be resolved in accordance with paragraph 3.104-4(d) of the Federal Acquisition Regulation.

(b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

(c) In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

(d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

1752.228-70 Insurance (July 2005)

(a) In accordance with FAR 52.228-5, "Insurance-Work on a Government Installation (JAN 1997)" incorporated by reference, the Contractor must secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance of the types and in the amounts as specified under FAR 28.3.

(b) Each policy of insurance must contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest must not be effective unless the insurer or the Contractor gives written notice of cancellation or change, as required by the CO. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the CO's prior approval.

(c) A certificate of each policy of insurance must be furnished to the CO within ten (10) days after notice of award certifying, among other things, that the policy contains the aforementioned endorsement. The insurance company providing the above insurance must be satisfactory to the Government. Notices of policy changes shall be furnished to the CO. The substance of this clause must be made to flow down to any subcontractors.

1752.232-70 Invoice Requirements (Dec 2010)

(a) A proper invoice must include the following items (except for interim payments on cost reimbursement contracts for services):

- (1) Name and address of the contractor.
- (2) Invoice date and invoice number. (Contractors should date invoices as close as possible to the date of transmission.)
- (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (5) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (6) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (7) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (8) Taxpayer Identification Number (TIN). The contractor must include its TIN on the invoice only if required by agency procedures. (See 4.9 TIN requirements.)
- (9) Electronic funds transfer (EFT) banking information.
 - (i) The contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
 - (ii) The last four digits of the contractor's bank account must be shown on each invoice submitted for payment. This information will be used as a cross-reference in situations where the EFT banking information in the Central Contract Registration is suspect.
 - (iii) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (10) The vendor's certification that their EFT banking information in the Central Contractor Registration is current, accurate and complete as of the date of the invoice.
- (11) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).

(b) Any invoice that does not contain all of the information listed in paragraph (a) above will be rejected as improper, and a new complete corrected invoice must be submitted. The payment due date for the corrected invoice will be calculated from the date it is received in the Prompt Pay e-mail box.

(c) ALL OPM invoices—without exception—must have unique identifying numbers, and be submitted via e-mail to OPM's Prompt Pay e-mail box at:

PromptPay@opm.gov

Please note that OPM cannot guarantee payment of invoices sent by any other means, such as regular mail or e-mail to other addresses.

(d) Please attach only one invoice to each e-mail, and use the following format for the subject line of the e-mail:

<Contractor name>&<Invoice no>&<Amount>&<Contract Number>/<Call or Order Number>

Example:

ABC Co&AB-1298433&10000.00&OPM00-00-X-0000/X0000

(e) Payment due dates will only be calculated from the date that invoices are received in the Prompt Pay e-mail box.

(f) Inquiries regarding payment of invoices should be e-mailed to InvoiceInquiries@opm.gov. The relevant invoice must be attached to the inquiry e-mail, and the subject line of the e-mail must state "INQUIRY," followed by the information described in paragraph (d) above.

Example:

INQUIRY: ABC Co&AB-1298433&10000.00&OPM00-00-X-0000/X0000

Do NOT use the Prompt Pay e-mail box for inquiries.

(g) If the supplies, services, technical or other reports are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the invoice will be rejected and returned to the Contractor.

1752.232-71 Method of Payment (July 2005)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor must forward the following information in writing to the Contracting Officer not later than seven (7) days after receipt of notice of award:

(1) Full Name (where practicable), title, telephone number, and complete mailing address of responsible official(s):

(i) to whom check payments are to be sent, and
(ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds. If the receiving financial institution does not have access to the

Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Contracting Officer in writing at least 30 days before the effective date of the change. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number

1752.232-72 Limitation of Government's Obligation (May 2009)

(a) Contract line item(s) through are incrementally funded. For these item(s), the sum of \$ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the

parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

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

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ _____
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____

1752.233-70 OPM Protest Procedures [Applicable to Solicitations Only] (Dec 2010)

(a) An interested party who files a protest with OPM has the option of requesting review and consideration of the protest by either the Contracting Officer (CO) or the Senior Procurement Executive (SPE). The protest must clearly indicate the official to whom it is directed.

(b) If the protest is directed to the SPE, a copy of the protest must be sent to the Director of the Contracting Group at the same time the protest is filed with the CO in accordance with FAR 52.233-2. The address of the Director of the Contract Group is:

William N. Patterson, Director
FSC/ Contracting
U.S. Office of Personnel
1900 E Street N.W., Room 1342
Washington, DC 20415

(c) Review and consideration of a protest by the SPE is an alternative to review and consideration by the CO.

1752.237-70 Non-Personal Services (July 2005)

(a) As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor must promptly notify the Contracting Officer of this communication or action.

(b) The Contractor must not perform any inherently Governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee may state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with the contract, Contractor employees must identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee must state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

(c) The Contractor must insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause limits the Government's rights in any way under any other provision of the contract, including those related to the Government's

right to inspect and accept the services to be performed under this contract. The substance of this clause must be included in all subcontracts at any tier.

1752.239-70 Internet Protocol Version 6 (IPV6) (July 2005)

Any information technology product or system procured as a result of this solicitation must be IPv6 Compliant. A compliant product or system must be able to receive process and transmit or forward IPv6 packets and be able to interoperate with other system and protocols in both IPv4 and IPv6 modes.

1752.239-71 Information Technology Systems Security (July 2005)

(a) The activities required by the Statement of Work (SOW) shall necessitate the Offeror's access to a Federal Automated Information System (AIS) or systems, as well as the implementation of new systems. Based upon the definitions contained in Federal Information Processing Standards Publication 199 (FIPS PUB 199), the Government has determined that Level LLL, applies to the sensitivity of the data contained in the AIS(s) and Level LLL, (applies to the operational criticality of the data processing capabilities of the AIS(s). (Note: FIPS PUB 199 is accessible on line at: <http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf>.)

(b) The Offeror's proposal must include:

(1) A detailed outline (commensurate with the size and complexity of the requirements of the SOW) of its present and proposed Information Technology systems security program and demonstrate that it complies with the security requirements of the SOW, the Federal Information Security Management Act of 2002 (FISMA, Public Law 107-347, 44 U.S.C. 3531-3536); Office of Management and Budget (OMB) Circular A-130, Appendix III, "Security of Federal Automated Information Systems" and an acknowledgement of its understanding of the security requirements in the SOW. (Note: OMB Circular A-130, Appendix III is accessible on line at: http://www.whitehouse.gov/omb/circulars/a130/appendix_iii.pdf.)

(2) Similar information for any subcontract proposed.

1752.239-72 Contractor Access to OPM IT Systems (Jan 2008)

OPM's Center for Information Services has implemented policies to ensure the security and safety of OPM's information systems. One policy is the ability to audit who has access to OPM IT systems. For that reason the contractor must:

(1) Immediately following contract award, provide to the distribution list "System Access Control" (systemaccesscontrol@opm.gov) an initial and complete list of employee's names that require access to OPM information systems; and

(2) By the fifth day of each month thereafter, send a staffing change report to the Contracting Officer's Representative, contract administrator and systemaccesscontrol@opm.gov on a monthly basis. A template for the submission is attached. The report must contain the listing of all staff members who left or were hired under this contract in the past 60 days. This form

must be submitted even if no separation has occurred during this period. Failure to submit a 'Contractor Staffing Change Report' each month will result in the suspensions of all user ids associated with this contract.

1752.239-73 Section 508 Standards (July 2005)

(a) All electronic and information technology (EIT) procured through this RFQ must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>.

- (b) The following standards have been determined to be applicable to this RFQ:
- (1) 1194.21. Software applications and operating systems.
 - (2) 1194.22. Web-based intranet and Internet information and applications.
 - (3) 1194.23 Telecommunications products.
 - (4) 1194.24 Video and multimedia products.
 - (5) 1194.26 Desktop and portable computers.

(c) The standards do not require the *installation* of specific accessibility-related software or the attachment of an assistive technology device, but merely require 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

(d) OPM is required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to electronic and information technology for disabled individuals within its employ, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board").

(e) The current deliverable(s) must incorporate these standards as well as any agency specific standards developed by OPM. The attached technical description contains further information on how this is to be done. Your response to the solicitation should contain documentation of your compliance with these standards. However, the Contracting Officer may request additional technical documentation, if necessary to make this determination.

(f) The final work product must include documentation that the deliverable conforms with the Section 508 Standards promulgated by the US Access Board.

(g) In the event of a dispute between you and OPM, then OPM's assessment of the Section 508 compliance will control and you will need to make any additional changes needed to conform with OPM's assessment, at no additional charge to OPM.

1752.242-70 Contract Performance Information (July 2005)

- (a) **Dissemination of Contract Performance Information**

The Contractor must not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed must be submitted to the Contracting Officer for approval.

(b) Contractor Testimony

All requests for the testimony of the Contractor or its employees, and any intention to testify as an expert witness relating to: (a) any work required by, and or performed under, this contract: or (b) any information provided by any party to assist the Contractor in the performance of this contract, must be immediately reported to the Contracting Officer. Neither the Contractor nor its employees must testify on a matter related to work performed or information provided under this contract, either voluntarily or pursuant to a request, in any judicial or administrative proceeding unless approved by the Contracting Officer or required by a judge in a final court order.

1752.252-70 OPM-Specific Clause Numbering System (Jan 2008)

In the January 25, 2008, version of the OPM-Specific Clauses, the clause numbers change to conform to the numbering conventions described in FAR 1.303, Publication and Codification. The table below shows the clause number in the January 25, 2008, version (the “New Number”), the clause title, and the clause number in the August 9, 2007, version, revision (the “Old Number”):

New Number	Title	Old Number
1752.200-70	On-Site Working Conditions	OPM-1
1752.204-70	Contractor Personnel Security Requirements	OPM-2
1752.205-70	Announcement of Contract Award	OPM-3
1752.209-70	Contractor Performance Capabilities	OPM-4(a)
1752.209-71	Contractor’s Key Personnel	OPM-4(b)
1752.209-72	Qualifications of Contractor’s Employees	OPM-4(c)
1752.209-73	Standards of Conduct	OPM-4(d)
1752.209-74	Organizational Conflicts of Interest	OPM-5
1752.216-70	Training and Management Assistance	N/A
1752.219-70	Small Business Subcontracting Plan	OPM-6
1752.222-70	Notice of Requirement for Certification of Nonsegregated Facilities	OPM-7
1752.222-71	Special Requirements for Employing Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	OPM-8
1752.223-70	Electronic Product Environmental Assessment Tool (EPEAT)-Registered Electronic Products	OPM-9
1752.223-71	Environmentally Preferable Products and Services	OPM-10

1752.224-70	Protecting Personally Identifiable Information	N/A
1752.224-71	Freedom of Information Act Requests	OPM-11(c)
1752.228-70	Insurance	OPM-12
1752.232-70	Invoice Requirements	OPM-13
1752.232-70	Invoice Requirements Alternate I	N/A
1752.232-71	Method of Payment	OPM-14
1752.233-70	OPM Protest Procedures	OPM-15
1752.237-70	Non-Personal Services	OPM-16
1752.239-70	Internet Protocol Version 6 (IPV6)	OPM-17
1752.239-71	Information Technology Systems Security	OPM-18
1752.239-72	Contractor Access to OPM IT Systems	OPM-4(e)
1752.239-73	Section 508 Standards	OPM-19
1752.242-70	Contract Performance Information	OPM-11(a) and (b)
1752.252-70	OPM-Specific Clause Numbering System	N/A

Contractor Staffing Change Report

Contract/Order/Call Number: _____

Employees who left the contract in the past 60 days:

(If no employees have left the contract during this period, indicate “none in the column labeled “last name.”)

Last Name	First	MI	Date Separated

Employees who joined the contract in the past 60 days:

(If no employees have joined the contract during this period, indicate “none in the column labeled “last name.”)

Last Name	First	MI	Date Separated

Manager’s Certification:

Contract Number:	Company Name:	Project Manager (Please Print):	Date:
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Project Manager’s Signature

Date