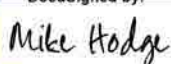


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF 1 73						
2. CONTRACT NO. 12319823D0003		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE				
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME IAN LIPSCOMB			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME					
9. ISSUED BY: CODE FNS-HQ-MGMT-CMD FNS-HQ-MGMT-CMD 1320 Braddock Road Room 208 Alexandria VA 22314				10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) 561450 ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ 8(A) SIZE STANDARD: \$41								
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION ☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)						
15. DELIVER TO CODE FNS-HQ-MGMT-CMD FNS-HQ-MGMT-CMD 1320 BRADDOCK 2ND FLOOR ALEXANDRIA VA 22314				16. ADMINISTERED BY CODE FNS-HQ-MGMT-CMD FNS-HQ-MGMT-CMD 1320 Braddock Road Room 208 ALEXANDRIA VA 22314								
17a. CONTRACTOR/ OFFEROR CODE 1100024059# EXPERIAN INFORMATION SOLUTIONS, INC. 475 ANTON BLVD COSTA MESA CA 92626-7036		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE IPP Invoice Processing Platform (IPP) All invoices must be submitted electronically through the Invoice Processing Platform (IPP) via www.ipp.gov								
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		DUNS Number: 008642530 The purpose of this Indefinite Delivery Indefinite Quantity (IDIQ) Contract is to purchase Income Earnings records for the Supplemental Nutrition Assistance Program (SNAP). The Contractor Shall provide all services in accordance with the attached Performance Work Statement (PWS). The Ordering Period is September 30, 2023, to September 29, 2024, and four 12-month option years. This IDIQ shall not exceed \$8,716,024.35. Award of contract in accordance (Use Reverse and/or Attach Additional Sheets as Necessary)										
25. ACCOUNTING AND APPROPRIATION DATA See schedule								26. TOTAL AWARD AMOUNT (For Government Use Only) \$0.00				
27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.												
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.												
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR  6E15F43697B346A...					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print) Mike Hodge Government Contracts Counsel					30c. DATE SIGNED Sep 25, 2023		31b. NAME OF CONTRACTING OFFICER (Type or print) CHASE A. LUCAS 2:50 PM PDT			31c. DATE SIGNED		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	with (Reference 1239723R0001 offer dated September 8, 2023 (Volume III -Pricing Proposal (Revised). Experian Terms and Conditions included within its Technical Proposal submission (Attachment E, indexed page 105 (actual pages 108-113)) are hereby incorporated within the contract. Any Contractor terms and conditions in this contract that are in conflict with the FAR, the provisions of the FAR shall control. All invoices shall be submitted to the Contracting Officer Representative (COR) Holly Figueroa at Holly.Figueroa@usda.gov and to WWW.IPP.Gov. All attached terms, clauses, and conditions are in full force and effect. Delivery: 07/06/2023 Period of Performance: 09/30/2023 to 09/29/2024				
0001	This is a Firm Fixed Price unlimited access per state as shown in the attached pricing. Invoicing shall be done based on the states enrollment. The SNAP Earnings Income Verification Service Contract. Obligated Amount: \$0.00				738,654.81
1001	This is a Firm Fixed Price unlimited access per state as shown in the attached pricing. Invoicing shall be done based on the states enrollment. Option Year One SNAP Earnings Income Verification Continued ...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED

☐ INSPECTED

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

☐ COMPLETE

☐ PARTIAL

☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
12319823D0003

PAGE 3 OF 73

NAME OF OFFEROR OR CONTRACTOR
EXPERIAN INFORMATION SOLUTIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Service Contract. Amount: (b)(4) (Option Line Item) 09/30/2024				
2001	This is a Firm Fixed Price unlimited access per state as shown in the attached pricing. Invoicing shall be done based on the states enrollment. Option Year Two SNAP Earnings Income Verification Service Contract. Amount: (b)(4) (Option Line Item) 09/30/2025				0.00
3001	This is a Firm Fixed Price unlimited access per state as shown in the attached pricing. Invoicing shall be done based on the states enrollment. Option Year Three SNAP Earnings Income Verification Service Contract. Amount: (b)(4) (Option Line Item) 09/30/2026				0.00
4001	This is a Firm Fixed Price unlimited access per state as shown in the attached pricing. Invoicing shall be done based on the states enrollment. Option Year Four SNAP Earnings Income Verification Service Contract. Amount: (b)(4) (Option Line Item) 09/30/2027				0.00
	The total amount of award: \$8,716,024.35. The obligation for this award is shown in box 26.				

1. PRICING

This is a Firm Fixed Price for the following Contract Line Items (CLIN), outlined in the table below. See attachment for FFP per state. The pricing per item shall include all the associated costs required to deliver a successful. Actual Income Verification Report, in accordance with the attached Performance Work Statement (PWS).

CLIN Number	CLIN Description	Quantity	FFP
0001—Base Year	Income Verification Report	Unlimited	(b)(4)
1001—Option Year One	Income Verification Report	Unlimited	
2001—Option Year Two	Income Verification Report	Unlimited	
3001—Option Year Three	Income Verification Report	Unlimited	
4001—Option Year Four	Income Verification Report	Unlimited	

52.216-18 Ordering. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [09/2023] through [09/2028].

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

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of (b)(4)

(2) Any order for a combination of items in excess of \$8,716,024.35; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [15] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (OCT 1995)

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

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

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

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

(End of clause)

52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before performance end date.

(End of clause)

52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days unless a different number of days is inserted, before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 month.

(End of clause)

452.216-73 Minimum and Maximum Contract Amounts. (FEB 1988)

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of \$10,000.00, but not in excess of \$8,716,024.35.

(End of Clause)

3.0 PERFORMANCE

IDIQ Period of Performance:

The IDIQ shall be a 12-month Base Year with four (4) 12-Month Option Years

Base Year: Expected to be 09/30/2023 to 09/29/2024

Option Year One (1): Expected to be 09/30/2024 to 09/29/2025

Option Year Two (2): Expected to be 09/30/2025 to 09/29/2026

Option Year Three (3): Expected to be 09/30/2026 to 09/29/2027

Option Year Four (4): Expected to be 09/30/2027 to 09/29/2028

3.1 PLACE OF PERFORMANCE

FNS expects the contractor to work off-site at the contractor's location.

452.211-72 Statement of Work/Specifications (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

(End of clause)

452.211-73 Attachments to Statement of Work/Specifications (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

(End of clause)

452.215-73 Post Award Conference (1996)

A post award conference with the successful offeror is required. It will be scheduled within 7 days after the date of contract award. The conference will be held at: Via teams meeting.

(End of clause)

452.216-73 Minimum and Maximum Contract Amounts (FEB 1998)

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of \$10,000, but not in excess of \$38,000,000.00.

(End of clause)

452.224-70 Confidentiality of Information. (FEB 1988)

(a) Confidential information, as used in this clause, means -

- (1) information or data of a personal nature, proprietary about an individual, or
- (2) information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

(End of Clause)

452.237-75 Restrictions Against Disclosure. (FEB 1988)

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of Clause)

The following clauses are hereby incorporated by reference into the Solicitation. Additional clauses may be incorporated at the time of issuing Task Orders.

52.203.6 Restrictions on Subcontractor Sales to the Government. (JUN 2020) - Alternate I (NOV 2021)

52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services. (DEC 2022)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (DEC 2022)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

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

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

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

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

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies

to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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

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

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

[] (10) (Reserved)

[] (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

[] (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (13) (Reserved)

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

[] (ii) Alternate I (MAR 2020) of 52.219-6.

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

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

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

[] (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (NOV 2016) of 52.219-9.

[] (iii) Alternate II (NOV 2016) of 52.219-9. [

] (iv) Alternate III (JUN 2020) of 52.219-9. [

] (v) Alternate IV (SEP 2021) of 52.219-9.

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

[] (ii) Alternate I (MAR 2020) of 52.219-13.

[] (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

☒ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

☐ (22)(i) 52.219-28, Post-Award Small Business Program Representation (SEP 2021) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (MAR 2020) of 52.219-28.

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (SEP 2021) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

☐ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

☒ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

☐ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).

☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

☒ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

☐ (ii) Alternate I (JUL 2014) of 52.222-35.

☒ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

☐ (ii) Alternate I (JUL 2014) of 52.222-36.

☒ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

☒ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

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

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

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

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

☐ (48) 52.225-1, Buy American-Supplies (NOV 2021) (41 U.S.C. chapter 83).

☐ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (JAN 2021) of 52.225-3.

☐ (iii) Alternate II (JAN 2021) of 52.225-3.

☐ (iv) Alternate III (JAN 2021) of 52.225-3.

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

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

☐ (59) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☒ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☒ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

☐ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

☐ (iii) Alternate II (NOV 2021) of 52.247-64.

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

☐ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

☒ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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

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

(xiii) [] (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

52.224-1 Privacy Act Notification (APR 1984)

52.224-2 Privacy Act (APR 1984)

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

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

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.242-14 Suspension of Work. (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

3- Special Contract Requirements

416.5 Indefinite Delivery Contracts-Task Order Ombudsman

The Mission Area Senior Contracting Officer (MASCO) Task Order Ombudsman for this Indefinite Delivery/Indefinite Quantity Contract is:

Chase Lucas

Email: Chase.Lucas@usda.gov

The MASCO Task Order Ombudsman shall review and resolve complaints from contractors concerning task or delivery order placed by the contracting activity. Any contractor who is not satisfied with the resolution of a complaint by a Mission Area ombudsman may request the Departmental Task Order Ombudsman to review the complaint.

452.237-74 Key Personnel. (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: [Project Manager and Contract Manager]

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15

days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required

information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of Clause)

Quality Assurance:

The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (see SOW, section 10.2 Performance Requirements Summary) This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

Security:

The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of this contract. The Contractor shall implement procedures that ensure appropriate administrative, technical, and physical safeguards are established for the security and confidentiality of government information, data, and/or equipment. The Contractor's procedures shall be consistent with

Government, OMB Circular A-130, Management of Federal Information Resources, the Computer Security Act of 1987, the Federal Information Security Management Act of 2002 (FISMA), and the Privacy Act. In addition, during all activities and operations on government premises, the Contractor shall comply with the policies, rules, procedures and regulations governing the conduct of personnel or protection of government facilities and data as expressed by USDA, written or oral.

(a) Sensitive Information Storage and Disclosure

Sensitive-but-Unclassified (SBU) information, data, and/or equipment will be disclosed only to authorize personnel on a Need-To-Know basis. The holder shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment will be returned to Government control; destroyed; or held until otherwise directed.

Destruction of items shall be accomplished by tearing into small parts; burning; shredding or any other method that precludes the reconstruction of the material, consistent with GSA guidelines.

(b) Protection of Information

All information about the USDA networks and/or the security posture of any USDA information asset gathered or created under this contract will be considered SBU information. It is anticipated that this information will be gathered, created and stored within the primary Government work location. If the Contractor personnel must remove any information from the primary work area they should protect it to the same extent they would their proprietary data and/or company trade secrets. If the Contractor must remove any materials from the primary work location prior approval must be obtained from the COR.

(c) Security and Privacy

The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

(d) Security Classification

The preparation of the deliverables under this contract will be completed at a Sensitive-But-Unclassified (SBU) level unless otherwise stated, in writing, by the COR.

(e) Facility Access

All Contractor personnel who work at the USDA/FNS site must have approval for facility access; the Contractor must supply the names and other required information of those employees selected to perform the work to the COR.

(f) Special Requirements

All work performed must meet and comply with all National Institute of Standards & Technology (NIST), other government-wide laws and regulations, and USDA and OCIO (Office of the Chief Information Officer) directives, guidelines, and requirements for protection and security of Information Technology.

Such directives and guidelines include, but are not limited to:

- Computer Security Act of 1987
- Federal Information Security Management Act (FISMA)

- OMB Circular A-130, Management of Federal Information Resources
- Presidential Directive Decision 63, Critical Infrastructure Protection (CIP)
- Presidential Directive Decision 67, Enduring Constitutional Government and Continuity of Government Operations
- Homeland Security Presidential Directive 7
- NIST's Guide for Developing Security Plans for Information Technology Systems(Special Publication 800-18)
- U.S. Government "Plain Language" Guidelines
- <http://www.ocio.usda.gov/directives/files/dm/DM3535-000.htm>

(g) Confidentiality and non-Disclosure

The Contractor may have to access proprietary information and shall be required to sign non-disclosure and conflict of interest statements. The preliminary and final deliverables and all associated working papers, and other material deemed relevant by the agency that have been generated by the contractor are the property of the U.S. Government and cannot be reproduced, or retained by the contractor. When no longer required, this information, data, and/or equipment will be returned to Government control. All documents and information pertaining to network vulnerabilities, security policy, operational procedures or related functions shall be maintained under absolute accountability and relinquished to the COR upon completion of the contract.

Personnel Security Clearance Requirements-Sensitive-But Unclassified (SBU) Materials:

The contract clause set forth below covers the basic security standards for Sensitive-But-Unclassified (SBU) work.

Based on federal laws, regulations, directives, and policies, it is an inherent Government function for a federal agency to protect its facilities and their occupants from harm and its information from unauthorized disclosure. Therefore, contractor personnel granted official access to a federally controlled facility or permanent access to a federal information system shall be subject to specific security screening requirements similar to those imposed upon federal employees.

The Government and the contractor recognize that certain contractor employees performing under this contract will have access to sensitive Government information. Therefore, the Government and the contractor agree

that the Government shall conduct security investigations for any contractor employee performing under this contract, who, in the Contracting Officer's judgment, is engaged in a function requiring public trust.

Executive Order 13467 (Reforming Processes Related to Suitability for Government Employment, Fitness for Contractor Employees, and Eligibility for Access to Classified National Security Information) specifically requires that suitability and fitness investigation standards be applied to contractor employees performing work for the U.S. Government in accordance with the standards defined under 5 CFR 731 (for suitability) and 5 CFR 732 (for access to Classified National Security Information).

Section 3 of Executive Order 13488 (as amended) (Granting Reciprocity on Excepted Service and Federal Contractor Employee Fitness and Reinvestigating Individuals in Positions of Public Trust) further clarifies that:

(b) Investigations for determining fitness for contractual or non-appropriated fund employment. Contractor employee fitness or non-appropriated fund employee fitness is subject to the same position designation requirements and investigative standards, policies, and procedures as fitness determinations for civil service employees, as prescribed by the Office of Personnel Management under the Civil Service Rules." Finally, Homeland Security Presidential Directive 12: Policy for a Common Identification Standard for Federal Employees and Contractors) (HSPD-12) does not permit credentialing of a subject before an interim suitability or suitability determination has been made.

(a) General

(1) The Government anticipates that the work to be performed under this contract will involve access to SBU materials and non-sensitive materials. SBU materials may include, but are not limited to: computer systems and information, Privacy Act protected information, and FNS proprietary information. Duplication or disclosure of the data and other information to which the Offeror may have access as a result of this contract is prohibited by Public Law.

(2) In general, services performed by Contractor's personnel will fall within three (3) "risk" categories as described below:

- (A) High Risk (MBI): Contract personnel with network administrative rights.
- (B) Moderate Risk (NACI): All other contract personnel with access to SBU FNS data information.

(C) Low Risk (Fingerprint): Contract personnel performing less than 180 days.

(b) Types and Number of Background Investigations Required

(1) Work performed under the contract will fall within one or more of the risk categories defined in paragraph (a)(2) above. As a result, the Contractor’s personnel must undergo a background investigation to require access to PII; SSI | FOUO. Contractor personnel will also have Administrative System Access and will be required to have a Tier 2 (SF-85P) or Tier 1 (Favorable) completed. The type of background investigation required will be commensurate with the risk factor associated with the duties of each position and the type of access required. Prior to award of the contract, the Contracting Officer’s Representative (COR) will determine the exact number and types of background investigations that may be required for all Contractor positions. For planning purposes, the Government estimates that the following number and types of background investigations will be needed:

<u>Risk Category</u>	<u>Number of Investigations Needed</u>
High Risk (MBI)	To be determined by Key Personnel Proposal Moderate Risk (NACI)To
be determined by Key Personnel Proposal Low Risk (fingerprints)	To be determined
<i>(Primarily applies if contractor’s personnel are stationed at a Government work location.)</i>	

(2) Personnel Security Clearance investigative process and requirements for access to USDA Food and Nutrition Services (FNS) federally controlled facility or a federal information systems are set forth in the USDA FNS Contracts Management Division (CMD) Contractor On/Off boarding Process Manual. The purpose of the USDA FNS CMD Contractor On/Off boarding Process Manual outline is to prescribed procedures for adhering to personnel security clearance processing requirements for contractor personnel performing services on or within a USDA FNS facility or through an Information Technology (IT)system. Contractors shall fully adhere to the entirety of prescribed procedures for contractor security clearance investigative requirements specified in the USDA FNS Contractor On/Off boarding Process Manual.

(3) The Contractor will not be permitted to commence performance under the contract until a sufficient number of its personnel, as determined by the COR, have received requisite background investigations. A “Background Investigation Request” form (FNS-775) must be completed by the COR and submitted to the

Contract Management Division (CMD) for processing.

(4) During the life of this contract, the Contractor shall ensure that no Contractor or sub-Contractor employee commences performance hereunder prior to receipt of authorization from the Contracting Officer or COR.

(c) Background Investigations Requirements

The minimum investigative requirements are as follows:

(1) High Risk Positions:

The background investigation shall be an MBI (Minimum Background Investigation). The MBI includes a NACIC, a face-to-face personal interview between the investigator and the subject, and telephone inquiries to selected employers.

(2) Moderate Risk Positions:

The background investigation shall be a NACI (National Agency Check and Inquiries). The NACI consists of a NAC, written inquiries and record searches covering specific areas of a subject's background during the past 5 years.

(3) Low Risk Positions:

The background investigation shall be a Federal Bureau of Investigation Name and Fingerprint check.

(d) Separation/Termination of Contractor's Employees/Completion of Contract

At the completion of the contract or separation/termination of any Contractor's employee, a "Government Offeror Separation Checklist" (FNS-774) must be completed and signed by the COR and Contracting Officer.

FNS Computer System Access:

To perform this contract the Contractor may require computer access to FNS systems. As necessary, the Contractor shall notify the COR in writing when a Contractor employee requires any type of computer access. The COR shall provide form FNS-674, Computer System Access Request, to the Contractor. The Contractor shall complete the form, obtain approval from the COR, and submit the form to the FNS Security Office staff. The Contractor shall notify FNS when computer system access for employees can be terminated. Written notification to terminate computer access shall be provided by the Contractor to

the COR and to the FNS Security Office staff immediately upon termination of any Contractor employee removed from this contract or when access is no longer required. Immediately upon completion of the contract the Contractor shall provide a complete listing of all Contractor employees given access to FNS computer systems with a statement that computer access shall be terminated and complete a "Government Vendor Separation Checklist" for each Vendor employee. All notifications shall be provided to the COR and the FNS Security staff listed below:

Office of Information Technology
Information Security Office
1320 Braddock Place
Alexandria, VA 22302, (703) 305-2242

Additionally, ALL new contract employees accessing FNS' systems and/or sensitive data are required to complete Security Training in the OIT Training Room, 3rd floor, prior to obtaining computer and sensitive data access. This training shall be coordinated with the COR. A disk or hard copy of the security training may be sent to Contractors whose staffs are performing at off-site locations.

Section 508 – Accessibility of Electronic and Information Technology:

(a) This requirement is subject to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the workforce Investment Act of 1998 (P.L. 105-220). Specifically, subsection 508(a)(1) requires that when the Federal Government procures Electronic and Information Technology (EIT), the EIT must allow Federal employees and individuals of the public with disabilities comparable access to and use of information and data that is provided to Federal employees and individuals of the public without disabilities.

(b) The EIT accessibility standards at 36 CFR Part 1194 were developed by the Architectural and Transportation Barriers Compliance Board ("Access Board") and apply to contracts and task/delivery orders, awarded under indefinite quantity contracts on or after June 25, 2001.

(c) Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract, as a minimum. If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the non-compliant products or services

within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:

1. Cancellation of the contract, delivery or task order, purchase or line item without termination liabilities; or
2. In the case of custom Electronic and Information Technology (EIT) being developed by a contractor for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm for the noncompliant EIT, with the contractor liable for reimbursement to the Government for any expenses incurred thereby.

(d) The contractor must ensure that all EIT products that are less than fully compliant with the accessibility standards are provided pursuant to extensive market research and are the most current compliant products or services available to satisfy the contract requirements.

(e) For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either a contract specified refresh cycle for the product or service, or on a contract effective option/renewal date; whichever shall occur first. To access more information regarding Section 508: <http://www.access-board.gov/sec508/standards.htm>.

Organizational Conflict of Interest:

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source

selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

ADP Compatibility:

The Contractor agrees to comply with both the U.S. Department of Agriculture's (USDA) and the Food and Nutrition Services' (FNS) ADP system security requirements to the extent necessary to meet the requirements of the work herein. All databases created and maintained by the Vendor shall have proper validation and control techniques, and all ADP resources, including data tapes, which become the property of the Government shall be fully documented, both in source code (if any) and written materials. Software documentation shall include, as appropriate (in the determination of the COR), flowcharts; textual explanation of subroutines, processes, and algorithms; screens; and other materials as necessary to ensure that a programmer conversant with the language may maintain the software. Database documentation shall include: variable names and labels; variable locations the source of each data item; the formulas used to compute or transform variables, if any, database structure and relationship; a printout of the data or first 50 pages. Further, all data tapes must be compatible with FNS ADPE. FNS currently performs its computing applications using the MS Windows 7 operating system. Work performed under this contract may require transfer of limited data and text files, as well as extensive data tapes. Optimum effort shall be general ease of use by FNS personnel of these transferred data tapes and CD-ROM/DVD. In particular, all physical storage media must be on CD-ROM/DVD formatted to be used with MS Windows 7 compatible

software/applications and must be accompanied by accessing and format information. In addition, there may be occasion where some task deliverables will be significantly enhanced by inclusion of data on CD- ROM/DVD, thus allowing further processing and manipulation by FNS staff. Collaboration between the Vendor and the responsible FNS official concerning appropriate

computer deliverables may occur during performance of this contract, as appropriate.

Printing:

Unless otherwise specified in this contract, the Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract.

Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 units in the aggregate of multiple pages, will not be deemed to be printing. For the purpose of this paragraph, such pages may not exceed a maximum image size of 10 3/4 by 14 1/4 inches

Paperwork Reduction Act:

In the event that it becomes a contractual requirement to collect identical information from ten or more public respondents, the Paperwork Reduction Act, 44 U.S.C., 3501 et seq., shall apply to this contract. In such an event, the Contractor shall not expend any funds to take any other action whatsoever to solicit information from any of the public respondents until the Contracting Officer has notified the Contractor in writing that the required Office of Management and Budget clearance has been obtained. The Contractor shall provide to the Contracting Officer's Representative (COR) or to the Contracting Officer such information as will facilitate obtaining such clearance.

Administrative Points of Contact

The Contracting Officer (CO) has the overall responsibility for the administration of this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to modify terms and conditions of this contract. In the event the Vendor effects any change at the direction of any person other than the CO, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any resulting incurred costs.

Contracting Officer: The CO for this effort is as

follows: TBD

U.S. Department of Agriculture
Food and Nutrition Service
1320 Braddock Place Alexandria, VA 22314

Contracting Officer's Representative (COR):

The COR is as follows:

To be determined at time of award.

Correspondence concerning technical matters shall be forwarded directly to the Contracting Officer's Representative (COR), with copies to the CO.

A COR will be given authority by the CO to monitor all technical aspects and assist in administration of the contract. The types of action within the purview of the COR are: to assure that the Contractor performs all the technical requirements of the contract; to perform or cause to be performed all inspections and acceptance necessary in connection with performance of the contract; and to maintain both written and oral communication with the Contractor concerning technical aspects of the requirements. The COR shall monitor the Contractor's performance under the contract and notify the Contractor and the CO of any deficiencies observed, as well as to coordinate Government Furnished Property (if applicable) and to provide for site entry of Contractor personnel, if required.

The COR is not authorized to change any of the terms or conditions of this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract or modifications issued thereunder and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the CO's. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the CO or is pursuant to specific authority otherwise included as part of this contract. In the event the Contractor effects any change at the direction of any person other than the CO, the change will be considered to be unauthorized.

Submission of Invoices:

- (a) Invoices shall be submitted in accordance with the "Authorized Payment Schedule" for each contract/task/order. The contractor shall submit a monthly progress update at a monthly interval with the monthly progress invoice throughout the life of the project. The submission of an acceptable, progress update to the Government is a condition precedent to processing of the Contractor's pay request for the monthly invoice.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

1. Name and address of the business concern;
2. Invoice number and invoice date;
3. Contract number, Delivery Order number, Purchase Order number, Task Order number, or other authorization for delivery of property or services actually delivered or rendered;
4. Description, unit price, extended price, and quantity of property and services

actually delivered or rendered with supporting documentation (i.e. travel receipts, etc.).

5. Shipping and payment terms;
6. Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
7. A certification statement saying that the funds have only been used for work for this contract;
8. Name, title, phone number, and mailing address of person to notify in the event of a defective invoice; Taxpayer Identification Number (TIN) or DUNS+4; and
9. Vendors MUST note FINAL INVOICE on the final invoice when submitted upon final delivery of all supplies/equipment or completion of the contract. USDA and the Invoice Processing Platform (IPP) – <http://www.ipp.gov/Contractors/index.htm>.

The IPP is a government-wide secure web-based payment information service offered free of charge to government agencies and their suppliers by the U.S. Department of Treasury's Financial Management Service (FMS).

One-time enrollment in IPP means that you will receive a series of e-mails from Treasury services. The first email will have the IPP Logon ID and link to the IPP application. A second e-mail, containing the password will be sent within 24 hours. Once you receive these emails, please login to the IPP application and complete the registration process.

Benefits of registering with IPP include the ability for your company to create invoices directly from a contract award and submit them electronically.

The IPP Customer Support Desk is available to assist users Monday through Friday (excluding bank holidays) from 8:00AM - 6:00PM ET, including answering any questions related to accessing IPP or completing the registration process. Their toll-free number is 866-973-3131 or they can be reached at: IPPCustomerSupport@fms.treas.gov. If you have any questions or concerns, please contact the Controller Operations Division Help Desk at: 1-877-243-3072 or via e-mail at: cod.help@usda.gov.

4 - Contract Clauses

52.202-1 Definitions. (JUN 2020)

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (MAY 2014)

52.203-7 Anti-Kickback Procedures. (JUN 2020)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)

52.203-16 Preventing Personal Conflicts of Interest. (JUN 2020)

52.203-17 Contractor Employee Whistleblower Rights and Requirements To Inform Employees of Whistleblower Rights (June 2020)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

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

52.204-13 System for Award Management Maintenance (Oct 2018)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)

52.215-2 Audit and Records - Negotiation. (JUN 2020)

52.215-15 Pension Adjustments and Asset Reversions. (OCT 2010)

52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)

52.215-19 Notification of Ownership Changes. (OCT 1997)

52.216-18 Ordering (Aug2020)

52.216-19 Ordering Limitations (OCT 1995)

52.216-20 Definite Quantity (OCT 1995)

52.216-22 Indefinite Quantity (OCT 1995)

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

52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-14 Acquisition of EPEAT(R)-Registered Televisions. (JUN 2014)

52.227-1 Authorization and Consent. (JUN 2020)

52.228-5 Insurance - Work on a Government Installation. (JAN 1997)

52.229-3 Federal, State, and Local Taxes. (FEB 2013)

52.232-17 Interest. (MAY 2014)

52.232-23 Assignment of Claims. (MAY 2014)

52.233-1 Disputes. (MAY 2014)

52.233-3 Protest After Award. (AUG 1996)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)

52.242-13 Bankruptcy. (JUL 1995)

52.244-6 Subcontracts for Commercial Products and Commercial Services. (JAN 2022)

52.253-1 Computer Generated Forms. (JAN 1991)

52.204-19 Incorporation by Reference of Representations and Certification. (DEC 2014)

US Department of Agriculture (USDA)



Performance Work Statement for

The Supplemental Nutrition Assistance Program Earnings Verification Service

February 1, 2023

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Project Title

The Supplemental Nutrition Assistance Program Earnings Verification Service

General Information

1.0 Background and Purpose

1.1 Program and Policy Background:

The Supplemental Nutrition Assistance Program (SNAP, formerly the Food Stamp Program) is the Nation's largest domestic food and nutrition assistance program and a critical part of the Nation's safety net. Households that apply for and are found eligible to participate in SNAP receive a benefit amount via an Electronic Benefits Transfer card that can be used to purchase food in authorized retail food stores. In Fiscal Year 2022, SNAP helped an average of more than 41 million low-income people in the United States afford a nutritionally adequate diet each month. The Food and Nutrition Act of 2008 (the Act) is the Federal law that governs SNAP. As required by section 11(a) of the Act, participating State SNAP agencies (hereafter also referred to as "States" or "the State") are responsible for directly administering the program while the U.S. Department of Agriculture Food and Nutrition Service (USDA-FNS) conducts oversight, provides technical assistance, and administers federal funding. There are currently 53 State SNAP agencies (which include all 50 States, the District of Columbia, Guam, and the U.S. Virgin Islands.) USDA-FNS strives to apply data-driven strategies to improve program operations, access, and integrity on behalf of the American public.

Section 11(e)(2)(B) of the Act requires that States develop an application form and process for households to apply to participate in the program, and in doing so to declare their income and other household circumstances that are required by the Act for purposes of determining eligibility and benefit amounts. In turn, section 11(e)(3) of the Act requires States to obtain verification, with cooperation from the household, of the household's declared income and certain other circumstances prior to approving an eligible household for benefits. Though not explicitly required by the Act, SNAP rules at 7 CFR 273.2(e) also require States to interview a responsible member of the household to review the information declared by the household on the application form and to explore and resolve with the household unclear or incomplete information. The Act requires States to consider an application to be filed if the household has submitted it with a name, address, and signature, even if other questions on the application are left blank, in which case States use the interview to complete the application with the household. This process is required at initial application, when the State determines eligibility, calculates monthly benefit amounts, and sets a period of eligibility (the certification period) of typically 6 to 12 months for eligible households. The Act requires States to complete the process to determine eligibility and benefit amounts within 30 days of the date the household filed its application form, and within 7 days for households in immediate need. The Act also generally requires States to verify and determine income for the household if the household applies to recertify for SNAP at the end of its certification period, with the exception that States are not required to interview households certified for fewer than 12 months more frequently than once every 12 months. In addition, if a change in the household's earned income occurs during its certification period, States may be required to obtain verification of earned income during the certification period to determine the household's ongoing eligibility and monthly benefit amounts.

States have traditionally met the requirement to verify household statements about earned income by obtaining pay stubs or other documentation from the employer. Federal rules require States to inform the household of verification requirements, then the household generally has primary responsibility for obtaining documentation and providing it to the State. In many cases, the State and household identify new circumstances and information that must be verified during the interview. For example, during the interview with the household the State sometimes identifies new earned income sources that the household did not declare on the application form. While SNAP rules require that the State provide the household at least 10 days to provide the required verification within the 30-day application processing period, completing this process delays the eligibility determination and may be challenging. On the part of the household, it generally requires them to request and obtain new documentation from employers and to deliver it to their local office in-person, by mail, or electronically when that option is available. On the part of the State, it generally requires them to quickly review and process the new documentation provided by applicants. In some cases, the State may contact the household's employer(s) directly in order to assist the household with obtaining the necessary documentation to verify its earned income, which is time consuming and sometimes

unsuccessful. Also, as more employers contract with a third-party entity to manage aspects of their payroll process and data, they are increasingly unable to provide the requested documentation when contacted directly by the State. As a result of these inherent challenges to the verification process, lack of verification is a leading cause of procedurally based denials of SNAP applications and delays in providing benefits to eligible households for many States.

1.2 Project Purpose:

USDA-FNS seeks a nationwide verification support service, to be referred to as the SNAP Earnings Verification Service, for all State agencies that administer SNAP¹ and a select group of USDA-FNS personnel. The service must provide States and USDA-FNS with the ability to verify the employment status and earnings of SNAP applicants and participants. The Contractor shall respond to individual queries from across the nation with SNAP-appropriate verification data, including the current month and preceding two months of earned income data and additional months as requested. The Contractor shall also have the capacity to respond to queries in real time (within seconds) with the payroll data (a match) or to indicate lack of data, among other requirements. The service will primarily be used to determine SNAP eligibility and benefit amounts, and to a lesser extent for conducting SNAP Quality Control reviews (these are quality control reviews to determine SNAP payment error rates required of State SNAP agencies per Federal requirements, not to be confused with Contactor responsibilities that may be characterized with the same term in other contexts) and SNAP claims calculations.

1.3 Scope and Objectives:

The scope and primary objectives of the SNAP Earnings Verification Service are as follows:

- a. Provide a standardized, secure, and user-friendly process by which State and USDA-FNS SNAP personnel may verify SNAP applicant and participant declarations about their earned income amounts instantaneously or within seconds using employer-reported, actual payroll data delivered from a robust third-party income database (TPID).
- b. Expand participation to individual States or groups of States with the ultimate goal of reaching full participation among all States.
- c. Provide participant States and USDA-FNS SNAP personnel with training and technical assistance.
- d. Provide States with ongoing technical support via a helpdesk.
- e. Provide USDA-FNS and States with quantitative data on the efficacy of the service, for example the frequency by which the TPID provides data that is usable for purposes of verifying earned income for SNAP at the national, state, and substate levels.

¹ Currently, all 50 States, the District of Columbia, Guam, and the U.S. Virgin Islands administer SNAP. In the event that the jurisdictions that compose those 53 State SNAP agencies change or increase, FNS will address as needed at the task-order level.

2.0 Definitions

Term	Abbreviation or Acronym	Definition
Current match	Not applicable	In response to a query, TPID data that includes, at a minimum, the following information reported directly from the employer: i. Employee name and SSN; ii. Employer name and address; iii. Employment status; iv. All available, but at least one, paycheck(s), earnings statement(s), or other documentation of payment(s) from the employer to the employee issued within the same calendar month in which the query has been submitted or within the immediately preceding two calendar months. Data that falls outside this period is not considered a match.
Contractor Performance Assessment Reporting System	CPARS	An online web application that is used to collect, manage and review Contractor Performance Assessment Reports.
Contracting Officer's Representative	COR	The Federal employee responsible for the technical monitoring or administration of a contract.
Firm Fixed Price	FFP	A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.
Food and Nutrition Act of 2008	The Act	The Federal law that governs SNAP.
Helpdesk	Not applicable	A department or team that provides technical assistance to State and Federal personnel regarding usage of The National Earned Income Verification Support Service for SNAP upon request.
Look-back match	Not applicable	In response to a query, TPID data that includes, at a minimum, the following information reported directly from the employer: i. Employee name and SSN; ii. Employer name and address; iii. Employment status; iv. All available, but at least one, paycheck(s), earnings statement(s), or other documentation of payment(s) from the employer to the employee issued within the same calendar month in which the query has been submitted or within the immediately preceding 24 calendar months. Data that falls outside of this period is not considered a match.
Personally Identifiable Information	PII	Any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.
Supplemental Nutrition Assistance Program	SNAP	The Supplemental Nutrition Assistance Program, formerly called the Food Stamp Program. State SNAP agencies, which including all 50 States, the District of Columbia, Guam, and the US Virgin Islands, directly administer SNAP for their residents. USDA-FNS oversees the administration of SNAP at the Federal level.

Term	Abbreviation or Acronym	Definition
Social Security Number	SSN	A unique numerical identifier assigned by the Social Security Administration to U.S. citizens and other residents used for tracking income, benefits, and other purposes.
Query	Not applicable	A request submitted to the Contractor for a current match or a look-back match. A query is submitted based on an individual Social Security Number.
Third-party income database	TPID	A database containing employer-provided payroll records that is not State or Federally compiled or managed.

Contractor Requirements

3.0 Technical Requirements

Specific deliverables shall be determined at the Task Order level; however, the following describes the overarching requirements applicable to most anticipated Task Orders.

3.1 Query Process

- a. The Contractor shall provide a standardized, secure, and user-friendly process by which authorized State and USDA-FNS personnel can submit queries, using only an individual's SSN as an identifier, in attempt to obtain either a current match or a look-back match for the individual from the TPID. This process is hereafter referred to as the query process and further defined in this section.
- b. The query process allows authorized State and USDA-FNS personnel to choose between submitting a query for either a current match or a look-back match, as defined in PWS Section 2.0 and PWS Requirement 3.2, prior to submitting a query for one or the other.
- c. The query process includes, after a query is submitted, the delivery of a response communicating whether the requested match (either a current match or a look-back match) that corresponds with the submitted SSN is available in the TPID and offer a means for viewing the requested data, if available. The query process must complete this exchange instantaneously or within seconds of the query submission.
- d. The query process will only respond to the query submitted. For example, if a query for a current match is submitted, the query process will only provide response as to whether a current match is available and it will be silent with regard to whether a look-back match is available, and vice-versa.
- e. As part of the query process, when a requested match is available and viewed, State and USDA-FNS personnel have the ability to query and view that same match data again for a 24-hour period. During that 24-hour time period that transaction will be considered a single query and match (not counted separately as multiple queries and matches).
- f. Unless otherwise agreed to with FNS, the query process and functionality must limit individual States' ability to query the same SSN for a current match to twice in any 12-month period, with the exception of the scenario described above in PWS Requirement 3.1.d (which shall be allowed and considered a single query and match.)
- g. Unless otherwise agreed to with FNS, the query process and functionality must limit individual States' ability to query the same SSN for a look-back match to once in any 12-month period, with the exception of the scenario described above in PWS Requirement 3.1.d (which shall be allowed and considered a single query and match.)
- h. As part of the query process, when a match is available and viewed, State and USDA-FNS personnel have the ability to print the match data on a local printer and to download the information into an Adobe PDF document.
- i. As part of the query process, the Contractor shall track and maintain records of individual State and USDA-FNS personnel activity in terms of queries submitted, matches viewed, and the date and time to address potential auditing needs. The Contractor shall also track the data elements described subsequently in PWS Requirement 3.7.
- j. The query process is available to authorized State and USDA-FNS personnel 24 hours a day, 7 days a week.

- k. In the event that the query process described in this section is temporarily unavailable, the Contractor shall notify the COR and other designated State and USDA-FNS government representatives within 12 hours. The Contractor shall provide an alternative process by which authorized State personnel can query for data.
- l. The Contractor shall track incidents of unavailability of the query process, including the respective causes and durations of periods of unavailability in minutes or hours, for each calendar month.

3.2 Required Content of Matches

USDA-FNS requires that the TPID provide specific, actual employment and income data reported directly from the employer². Moreover, in the vast majority of verification actions, SNAP rules and operations require that the data be recent; older data is generally unusable and therefore unnecessary. In a small minority of verification actions, SNAP rules and operations require the data to cover a longer look-back period. Therefore, the two distinct matches that USDA-FNS requires the Contractor to provide are referred to as a “current match” or a “look-back match.” These two datasets are defined in preceding PWS Section 2.0.

3.3 Optional Additional Content of Matches

If the TPID contains certain information in addition to the required content of matches in PWS Requirement 3.2 for a given SSN queried, the Contractor shall provide that data along with what is minimally required for a current match or look-back match. That optional additional information includes any of the following: Date of birth, Employer contact information, Pay frequency, Hourly wage rate, and Hours worked per pay period.

3.4 Scope and Quantity of Data

Throughout the duration of this requirement, the Contractor’s TPID shall maintain current match data, as defined in preceding PWS section 2.0, in each respective State in which the Contractor provides the SNAP Earnings Verification Service, to the extent that the percentage of current matches provided in response to queries submitted may in no case decrease more than 5 percent relative to the threshold agreed upon at award.

3.5 Access to Query Process

- a. Initial Access for State Personnel:
 - i. In the context of initially providing access to the query process described in PWS Requirement 3.1 on a State-by-State basis, the Contractor shall progressively provide access to individual States or groups of States as required in individual task orders.
 - ii. Upon receipt of such a request to provide access to a State or groups of States, the Contractor shall engage directly with State points of contact designated by the COR.
 - iii. The Contractor may be required to draft and coordinate the establishment of memorandums of understanding (MOUs) related to the SNAP Earnings Verification Service between State agencies and FNS prior to providing State agency personnel with initial access.
 - iv. Based on information provided by the designated State points of contact to the Contractor, the Contractor shall provide initial access and the training materials described in PWS Requirement 3.6.d to State personnel (as identified by the State points of contact.), within 5 business days upon receipt of the necessary information provided by the State POC. The Contractor shall report any failure to meet this deadline to the appropriate State point of contact and the COR within 24 hours, the corresponding reasons, and necessary steps for resolution.

² This requirement is rooted in section 5(f)(2)(B) of the Food and Nutrition Act of 2008, which requires States to determine eligibility and benefit amounts for the first month of the SNAP certification period based on the household’s actual income and other relevant circumstances for the first month. While the future months of the certification period do involve an estimation of the income that can be reasonably anticipated to be received, States must use actual income received for the first month.

- v. Based on information provided by the designated State points of contact to the Contractor, the Contractor shall account for the tracking of queries and matches by local office as per PWS Technical Requirement 3.7.
 - vi. The Contractor shall maintain a reasonable degree of flexibility to accommodate and adjust for potential administrative differences across States.
 - vii. The Contractor shall track the number of business days elapsed prior to completion of this task for each State.
- b. Access for Additional State Personnel:
- i. After a State has obtained initial access as described in PWS Requirement 3.5.a, the Contractor shall provide a process by which State points of contact can request and obtain access to the query process for additional State personnel or groups of State personnel. The Contractor shall maintain a reasonable degree of flexibility to accommodate and adjust for potential administrative differences across States.
 - ii. Upon receiving such a request, the Contractor shall deliver access to the requested individuals within 3 business days of that request. The Contractor shall report any failure to meet this deadline to the appropriate State point of contact and the COR within 24 hours, the corresponding reasons, and necessary steps for resolution.
 - iii. The Contractor shall track requests for access and the number of business days elapsed prior to resolution of those requests.
- c. Access for USDA-FNS Personnel:
- i. The Contractor shall provide a process by which the COR can request and obtain access to the query process for USDA-FNS personnel or groups of USDA-FNS personnel.
 - ii. Upon receiving such a request, the Contractor shall deliver access to the requested individuals within 3 business days of that request. The Contractor shall report any failure to meet this deadline to the COR within 24 hours, the corresponding reasons, and necessary steps for resolution.
 - iii. The Contractor shall track requests for access and the number of business days elapsed prior to resolution of those requests.

3.6 Helpdesk Services and Training Materials

- a. The Contractor shall provide helpdesk services by which State personnel can ask questions, report issues, and receive answers to questions and notification of resolution reported issues.
- b. The Contractor's helpdesk services shall provide initial responses via email or telephone within two business days after the issue is reported or question asked.
- c. The Contractor shall track questions and issues reported to the helpdesk service for each calendar month, including initial response times in hours and the number of business days elapsed prior to resolution. The nature of the incident and/or question should be captured to include any dependencies beyond Contractor's control that would require FNS COR's attention and potential involvement.
- d. The Contractor shall provide State and USDA-FNS personnel with basic training videos and written materials, delivered electronically (not paper-based), that teach how to do the following:
 - i. Submit a query for a current match or look-back match.
 - ii. Interpret current match and look-back matches.
 - iii. Obtain technical assistance and support from the helpdesk.
- e. All training materials shall be 508 compliant.
- f. The Contractor shall update and redistribute the above-described training videos and written materials as needed based on system or process changes.

3.7 Tracking of Queries and Matches

The Contractor shall track the following data elements on queries and matches over the lifecycle of the contract on a monthly, quarterly, and annual basis.

- a. The overall number of queries submitted for current matches and look-back matches, respectively, by each State and the local offices therein as defined by the State.
- b. The number of instances in which each State and the local offices therein as defined by the State queried the same SSN for a current match multiple times, excluding any instances in which the State queried the same SSN for a current match multiple times within a single 24-hour period.
- c. The overall number of current matches and look-back matches, respectively, provided to each State and the local offices therein as defined by the State.
- d. The overall number of queries submitted for current matches and look-back matches, respectively, by USDA-FNS personnel.
- e. The overall number of current matches and look-back matches, respectively, provided to USDA-FNS personnel.
- f. Individual State and USDA-FNS personnel activity in terms of queries submitted, matches viewed, and the respective dates and times.

3.8 Compatibility with Government Applications Software

The Contractor shall provide deliverables in a format that is compatible with the government office applications software.

3.9 Data Security and Protection of Personally Identifiable Information (PII)

As per the Privacy Act of 1974, work performed under this requirement may require contractor personnel to have access to Personally Identifiable Information (PII), as defined in OMB memorandum M-07-1616 and as further governed by the Privacy Act, Title 5 of the United States Code (U.S.C.), Section 552a and other applicable law. Contractor personnel shall adhere to all applicable agency rules, regulations, and policies governing the use and safeguarding of PII, including SNAP regulations at [7 CFR 272.1\(c\)](#).

3.10 Project Management

The Contractor shall provide project support services throughout the life of the contract. Specific requirements and deliverables will be determined at the task order level; however, FNS anticipates that most task orders will include, but not be limited to, the following project management requirements:

- a. Schedule an Orientation Meeting within 2 weeks after the date of the award and provide a draft agenda to the designated government personnel three business days prior to the meeting. The purpose of this meeting is to refine expectations for the project, discuss and address potential challenges and concerns, and review the schedule of deliverables. Within 1 week after the orientation meeting, the contractor shall submit a summary of the Orientation Meeting Notes to the COR and/or other designated government personnel. The Orientation Meeting Notes shall summarize the meeting, including an elaboration of project objectives, decisions reached, and identification of any outstanding issues, responsible parties, and options for resolving issues. Examples of specific topics to be addressed at this meeting shall include, but not be limited to:
 - i. Mutual understanding of project objectives, requirements, and deliverables;
 - ii. Contract schedule, including milestones and dates for submission of deliverables, and required timeframes;
 - iii. Formats for reporting data collection and general project progress;
 - iv. Protocols for all communications between the COR, designated FNS personnel, and designated State personnel;
- b. Coordinate multiple concurrent and/or sequential work projects.
- c. Prepare comprehensive project reports and correspondence based on information gathered from different project related sources, e.g., the TPID.
- d. Monitor overall project status, conduct project coordination. This would include, but not be limited to: maintaining project schedules; identifying project task scheduling conflicts and notifying responsible parties regarding the conflicts; making arrangements for technical status updates and working group meetings;

preparing presentations, presentation materials, agendas, and providing meeting minutes or summaries after each meeting to the COR.

- e. Prepare draft presentations in support of project related management briefings for government's review and approval, if needed.
- f. Provide system administrator support for this requirement's document repository. This task will include, but not limited to, the following elements: process, upload, and maintain all related records, materials, deliverables, and other pertinent documents in accordance with the document repository's nomenclature approved by the government.

3.11 Program Management

In addition to Project Management services provided at the Task Order level, the Contractor shall provide program management services that represents an overall status of all tasks awarded under the contract. Similar to the tasks identified in Section 3.10 above, these services may include but not be limited to: planning, coordinating with States, conducting financial analyses, scheduling, monitoring performance, and reviewing program execution actions in support of this requirement.

4.0 Deliverables / Schedule

The Contractor shall submit PWS Deliverables as required at the Task Order level. All PWS Deliverables will be accepted or rejected in writing by the FNS COR. The table below lists and describes the PWS Deliverables that USDA-FNS anticipates will be included in the task orders on this contract. However, specific deliverables will be determined at the Task Order level. For calendar days that fall on weekends or federal holidays, the deliverable shall be due the next business day.

No.	Deliverable	Description	Frequency	Related PWS Technical Requirement(s)	Delivery Format	Due By
4.1	Agenda for Orientation Meeting	See PWS Requirement 3.10.a.	One time	3.10	Electronic	At least 3 business days prior to Orientation Meeting.
4.2	Orientation Meeting	See PWS Requirement 3.10.a.	One time	3.10 and 3.11	MS TEAMS or Webex	Within 2 weeks after the date of the contract award.
4.3	Summary of Orientation Meeting	See PWS Requirement 3.10.a.	One time	3.10 and 3.11	Electronic	Within 1 week after the Orientation Meeting.
4.5	Query Process and Helpdesk	The Contractor shall provide a process for query submission and data delivery that meets the specifications of PWS Technical Requirement 3.1, and a helpdesk per PWS technical requirement 3.6.	One time	3.1 and 3.6	Demonstration for COR and designated USDA-FNS personnel, including a walkthrough of the actual process and MS PowerPoint slides documenting functionality and process.	To be determined at Task Order Level
4.6	Training Materials	The Contractor shall provide all training materials per PWS technical requirement 3.6.	One time	3.6	Electronic (MS Word and PDF formats)	To be determined at Task Order Level
4.7	Monthly Progress Reports	The Contractor shall prepare and provide status and progress reports on each active task order and a cumulative report of all Orders issued since the date of contract award. The report shall include: a narrative and quantitative description of what was accomplished during the reporting period; total price and staffing data by labor category (if applicable), cumulative cost data (if applicable); and, an overview of activities planned for the following reporting period. The report shall also identify technical and contractual issues encountered or anticipated that may impact the price, scope, or schedule and proposed steps for resolving them.	Monthly	PWS Technical Requirements 3.1 through 3.11	MS Word and Excel documents, as appropriate, submitted electronically to COR.	Specific day to be determined.*

No.	Deliverable	Description	Frequency	Related PWS Technical Requirement(s)	Delivery Format	Due By
4.8	Access for Additional State Personnel Report	The Contractor shall provide a report that tracks State-by-State requests for access to the query process and the number of business days elapsed prior to resolution of those requests for each calendar month.	Monthly	3.5.b	Excel documents or another electronic format agreed to with the COR, submitted to COR and designated State Points of Contact (as approved by COR).	Specific day to be determined.*
4.9	Query Process and Helpdesk Reports	The Contractor shall prepare and provide a report on: a) incidents of unavailability of the query process, including the respective causes and durations of periods of unavailability in minutes or hours; and b) questions and issues reported to the helpdesk, including initial response times in hours and the number of business days elapsed prior to resolution.	Monthly	3.1.l and 3.6.c	MS Word and Excel documents, as appropriate, submitted electronically to COR and designated State Points of Contact (as approved by COR.)	Specific day to be determined.*
4.10	Query and Match Report for Participant States	The Contractor shall produce individualized reports for States, limited to data elements a, b, c, and f of PWS Requirement 3.7 for the State, representative of each preceding quarter to designated State personnel for each participating State.	Quarterly	3.7	MS Excel or other electronic format agreed to with the COR, submitted to COR and designated State Points of Contact (as approved by COR.)	Specific day to be determined.*
4.11	Query and Match Report for USDA-FNS	The Contractor shall produce a report of all data elements listed in PWS Requirement 3.7 (a, b, c, d, e, and f) for all States and all FNS personnel representative of each preceding quarter.	Quarterly	3.4 and 3.7	MS Excel or other electronic format agreed to with the COR	Specific day to be determined.*
4.12	In-Progress Meetings (IPMs)	The Contractor shall participate in IPMs quarterly or as required. IPMs are formal reviews during which the status of all task orders is discussed. At each IPM, the Contractor shall address each active order, including a summary of the progress during the previous period and an overview of activities planned for the next period. In addition, the Contractor shall address problems and issues encountered or	Quarterly or as required.	PWS Technical Requirements 3.1 through 3.11.	MS TEAMS or Webex, with meeting minutes provided to COR electronically in MS Word within 2 business days following each IPM	Specific day to be determined.*

No.	Deliverable	Description	Frequency	Related PWS Technical Requirement(s)	Delivery Format	Due By
		anticipated which may impact performance in terms of price, scope, or schedule. The Contractor shall prepare meeting minutes of each IPM for the government’s review and concurrence. At the discretion of the government more frequent informal meetings may be required.				
4.13	Contractor Personnel and Expenditure Report	The Contractor shall prepare a comprehensive personnel and expenditure report. The report shall include: Task order number, States being supported/impacted, and total amount of funds invoiced (detailed by labor, materials, Other Direct Cost, if applicable).	Quarterly	PWS Technical Requirements 3.1 through 3.11.	MS Word and Excel, as appropriate, submitted electronically to COR and designated State Points of Contact (as approved by COR.)	Specific day to be determined.*
4.15	Modifications to query functionality	The Contractor shall make modifications to query functionality, for example to adjust the frequency of queries based on a single SSN.	As required, at the task order level.	PWS Technical Requirement 3.1.	Modification to query functionality.	Specific day to be determined.*
4.16	Memorandums of Understanding (MOUs)	The Contractor shall draft and coordinate the establishment of MOUs between FNS and individual States concerning their participation in the SNAP Earnings Verification Service.	As required, at the task order level.	PWS Technical Requirement 3.5.a.	MS Word and Excel, as appropriate, submitted electronically to COR and designated State Points of Contact (as approved by COR.)	Specific day to be determined.*

*Specific monthly and quarterly report due dates to be discussed and determined with the Contractor after award during Orientation Meeting (PWS Deliverable 4.1).

5.0 Government Furnished Property

Government Furnished Property (GFP), which includes Government Furnished Material (GFM), Government Furnished Information (GFI), and Government Furnished Equipment (GFE), may be provided to the contractor under this contract. The Contractor shall submit requests for GFP to the COR in writing with at least 20 working days (4 weeks) advance notice.

6.0 Travel

Not applicable. FNS does not anticipate any travel needs for this requirement.

7.0 Contractor's Key Personnel

7.1 General Personnel Requirements

The Contractor(s) shall ensure that the professional and technical personnel have sufficient qualifications to perform work as required by the Government, and that those qualifications are maintained during this requirement's performance. The Contractor(s) shall be responsible for approving individual resumes and qualifications. It shall be the sole responsibility of the Contractor(s) to staff their team(s) properly and abide by the applicable guidelines.

7.2 Minimum Qualifications for Key Personnel

Minimum Qualifications for two Key Personnel are as follows:

1. Project Manager:

- a. Five or more years of project management experience on federal projects and/or programs.
- b. Senior-level FAC-P/PM certified or certified in industry standard project management platforms (e.g., PMP, PMBOK, etc.)
- c. Familiarity with SNAP policy or commitment of time and energy to understand relevant fundamentals of SNAP policy.
- d. Experience managing projects involving the delivery of data matching or verification services to public or private sector entities.
- e. Experience establishing and monitoring project budgets, overseeing quality control and adherence to project schedules.
- f. Strong verbal and written communication skills.
- g. Demonstrated competency in requirements development management process, testing and evaluation, reporting program results, strategic planning, and business financial management.

2. Program Manager:

- a. Five or more years of project management experience on federal projects and/or programs.
- b. Senior-level FAC-P/PM certified or certified in industry standard project management platforms (e.g., PMP, PMBOK, etc.)
- c. Familiarity with SNAP policy or commitment of time and energy to understand relevant fundamentals of SNAP policy.
- d. Ability to establish and monitor project budgets, oversee quality control, and adherence to project schedules.
- e. Strong verbal and written communication skills.

- f. Demonstrated competency in requirements development management process, testing and evaluation, reporting program results, strategic planning, and business financial management.

8.0 Security Requirements

The contract provision set forth below covers the basic security standards for Sensitive-But-Unclassified (SBU) work.

- General
 - The Government anticipates that the work to be performed under this requirement may involve access to SBU materials and non-sensitive materials. SBU materials may include but are not limited to: computer systems and information, Privacy Act protected information, and FNS proprietary information. Duplication or disclosure of the data and other information to which the Contractor may have access as a result of this contract is prohibited by Public Law.
 - In general, services performed by Contractor's personnel may fall within three (3) "risk" categories as described below:
 - High Risk (MBI): Contract personnel with network administrative rights.
 - Moderate Risk (NACI): All other contract personnel with access to SBU FNS data or information.
 - Low Risk (Fingerprint): Contract personnel performing less than 180 days.
- Types and Number of Background Investigations Required
 - Work performed under the contract may fall within one or more of the risk categories defined in paragraph (a)(2) above. As a result, the Contractor's personnel shall undergo a background investigation. The type of background investigation required will be commensurate with the risk factor associated with the duties of each position and the type of access required. Prior to award of the contract, the Contracting Officer's Representative (COR) will determine the exact number and types of background investigations that may be required for all Contractor positions.
 - The Contractor will not be permitted to commence performance under the contract until a sufficient number of its personnel, as determined by the COR, have received requisite background investigations. A "Background Investigation Request" form (FNS-775) shall be completed by the COR and submitted to the responsible security team for processing.
 - During this requirement's performance, the Contractor shall ensure that no Contractor or sub-Contractor employee commences performance hereunder prior to receipt of authorization from the Contracting Officer or COR.
- Background Investigations Requirements
 - The minimum investigative requirements are as follows:
 - High Risk Positions: The background investigation shall be an MBI (Minimum Background Investigation). The MBI includes a NACIC, a face-to-face personal interview between the investigator and the subject, and telephone inquiries to selected employers.
 - Moderate Risk Positions: The background investigation shall be a NACI (National Agency Check and Inquiries). The NACI consists of a NAC, written inquiries and record searches covering specific areas of a subject's background during the past 5 years.
 - Low Risk Positions: The background investigation shall be a Federal Bureau of Investigation Name and Fingerprint check.
- Separation/Termination of Contractor Employees/Completion of Contract

- At the completion of the contract or separation/termination of any Contractor employee, a “Government Contractor Separation Checklist” (FNS-774) shall be completed and signed by the COR and Contracting Officer.
- USDA-FNS Computer System Access
 - To perform this requirement the Contractor may require computer access to FNS and States’ systems. As necessary, the Contractor shall notify the COR in writing when a Contractor’s employee requires any type of computer access. The COR shall provide form FNS-674, Computer System Access Request, to the Contractor. The Contractor shall complete the form, and return to the COR for further processing. The Contractor shall notify FNS when computer system access for employees can be or should be terminated. Written notification to terminate computer access shall be provided by the Contractor to the COR immediately upon termination of any Contractor employee removed from the resultant contract or when access is no longer required. Immediately upon completion of the resultant contract the Contractor shall provide a complete listing of all Contractor employees given access to FNS computer systems with a statement that computer access shall be terminated and complete a “Government Contractor Separation Checklist” for each Contractor’s employee. All notifications shall be provided to the COR with a copy furnished to the FNS Security office listed below:

Office of Information Technology
 Information Security Office
 1320 Braddock Place
 Alexandria, VA 22314, (703) 305-2242

Additionally, ALL new contract employees accessing USDA-FNS systems and/or sensitive data are required to complete Security Training prior to obtaining computer and sensitive data access. This training shall be coordinated with the COR.

9.0 (Section has been deleted in its entirety)

10.0 Section 508 - Electronic and Information Technology Standards

IT Accessibility Requirements

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities.

Products, platforms and services delivered as part of this work statement that are ICT, or contain ICT, must conform to the Revised 508 Standards, which are located at 36 C.F.R. § 1194.1 & Apps. A, C & D, and available at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>

Item that contains ICT: Data services or information retrieval systems

Applicable Functional Performance Criteria:

All functional performance criteria apply when using an alternative design or technology that achieves substantially equivalent or greater accessibility and usability by individuals with disabilities, than would be provided by conformance to one or more of the requirements in Chapters 4-6 of the Revised 508 Standards, or when Chapters 4-6 do not address one or more functions of ICT.

[301.1 Scope](#) - The requirements of Chapter 3 shall apply to ICT where required by 508 Chapter 2 (Scoping Requirements), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.

[302.1 Without Vision](#) - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.

[302.2 With Limited Vision](#) - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.

[302.3 Without Perception of Color](#) - Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.

[302.4 Without Hearing](#) - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.

[302.5 With Limited Hearing](#) - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.

[302.6 Without Speech](#) - Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.

[302.7 With Limited Manipulation](#) - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.

[302.8 With Limited Reach and Strength](#) - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.

[302.9 With Limited Language, Cognitive, and Learning Abilities](#) - ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.

Applicable requirements for software features and components:

All WCAG Level AA Success Criteria, 502 Interoperability with Assistive Technology, 503 Application

[E207.1 General](#) -

Where components of ICT are software and transmit information or have a user interface, such components shall conform to E207 and the requirements in Chapter 5

[E207.2 WCAG Conformance](#) -

User interface components, as well as the content of platforms and applications, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).

[E207.2.1 Word Substitution](#) -

When Applying WCAG to Non-Web Software For non-Web software, wherever the term “Web page” or “page” appears in WCAG 2.0 Level A and AA Success Criteria and Conformance Requirements, the term “software” shall be substituted for the terms “Web page” and “page”. In addition, in Success Criterion in 1.4.2, the phrase “in software” shall be substituted for the phrase “on a Web page.”

[E207.3 Complete Process for Non-Web Software](#) -

Where non-Web software requires multiple steps to accomplish an activity, all software related to the activity to be accomplished shall conform to WCAG 2.0 as specified in E207.2.

Applicable requirements for hardware features and components: All requirements apply

Applicable support services and documentation: All requirements apply

Electronic Content Technical Criteria:

[E205.1 General](#) -Electronic content shall comply with E205.

[E205.2 Public Facing](#) -Electronic content that is public facing shall conform to the accessibility requirements specified in E205.4.

[602 Support Documentation](#)

[603 Support Services](#)

[302 Functional Performance Criteria](#)

Exceptions:

E501.1 Scope -

Where Web applications do not have access to platform accessibility services and do not include components that have access to platform accessibility services, they shall not be required to conform to 502 or 503 provided that they conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).

11.0 Performance Requirement Summary

Performance-based contracts include a Performance Requirements Summary (PRS) prepared by the Government that is specific to that Contract. It is the intent of the Government to maintain consistency in standards and associated schedules for the same or similar outcomes from across contracts and task orders. The PRS is not an exclusive remedy and inclusion of the PRS does not preclude the Government from using any other remedy available by law or contract terms, including reductions in payment in accordance with any clause for inspection of services. The Government shall monitor quality assurance in accordance with the PRS below and the Quality Assurance Surveillance Plan (QASP). Performance Requirements will be further defined at the Task Order level.

No.	Performance Measure	Performance Standard	Performance Deliverable Monitored	Surveillance Method	Performance Rating	Surveillance Frequency	Monitoring Performed
11.1	Quality of Products and Services	- Complete and accurate per PWS Technical Requirements and Deliverables - Deliverables reflect USDA-FNS guidance and feedback on prior drafts - Written in plain English with proper grammar and punctuation - Formatted to promote clarity and reading comprehension - Reflect knowledge and understanding of FNS Supplemental Nutrition Assistance Program	All deliverables as described in the PWS and specified in the approved schedule of deliverables	100% Inspection	Government Acceptance or Rejection QASP further defines: Exceptional, Very Good, Marginal, and Unsatisfactory Performance levels.	Per the contract's approved schedule of deliverables	Acceptance or Rejection of each deliverable by the COR Contractor Performance and Rating System (CPARS)
11.2	Scope and Quantity of Data	Throughout the duration of this requirement, the Contractor's TPID shall maintain current match data, as defined in preceding PWS section 2.0, in each respective State in which the Contractor provides the SNAP Earnings Verification Service, to an extent agreed upon at the task order level and supported by the data described in PWS Requirement 3.7.	PWS Deliverable 4.10	Acceptable Level of Quality: 95%	Government Acceptance or Rejection QASP further defines: Exceptional, Very Good, Marginal, and Unsatisfactory Performance levels.	Monthly	Acceptance or Rejection of each deliverable by the COR Contractor Performance and Rating System (CPARS)
11.3	Schedule/Timeliness	On time	All deliverables as described in the PWS and specified in the approved schedule of deliverables	100% Inspection	Quality Assurance Surveillance Plan (QASP) further defines: Exceptional, Very Good, Marginal, and Unsatisfactory Performance levels.	Per the contract's approved schedule of deliverables	Contractor Performance and Rating System (CPARS)

No.	Performance Measure	Performance Standard	Performance Deliverable Monitored	Surveillance Method	Performance Rating	Surveillance Frequency	Monitoring Performed
11.4	Management	- Professional and respectful of all parties - Arrive to scheduled meetings on time - Appropriate staff participate in meetings to cover the specified topics, provide necessary information, and facilitate decision making - Available for ad-hoc meetings as necessary for contractual and other requirement-related concerns - Identifies issues and proposes comprehensive solutions timely - Communicates effectively and efficiently with USDA-FNS, State POCs, and all other stakeholders	Regular and ad-hoc meetings and communications between contractor and Government, and Monthly Reports	Semi-Annual Performance Evaluation	Quality Assurance Surveillance Plan (QASP) further defines: Exceptional, Very Good, Marginal, and Unsatisfactory Performance levels.	Semi-Annually	Contractor Performance and Rating System (CPARS)
11.5	Availability of Query Process	The query process described in PWS Requirement 3.1 shall be operational, available, and accessible having an overall availability of at least 99.6% each month, excluding pre-scheduled maintenance periods.	PWS Deliverable 4.9.	Acceptable Level of Quality: 99.6%	Government Acceptance or Rejection QASP further defines: Exceptional, Very Good, Marginal, and Unsatisfactory Performance levels.	Monthly	Acceptance or Rejection of each deliverable by the COR Contractor Performance and Rating System (CPARS)



Volume II – Past Performance Proposal

For: United States Department of Agriculture, Food and Nutrition Service

Solicitation # 12319723R0001

Submitted by Experian

July 19, 2023

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- Past performance #22
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PAST PERFORMANCE (VOLUME 2)

Vendors must provide past performance information in accordance with the instructions and format provided in Attachment 05. Past Performance must be for work completed within the past three years. It is the Vendor's responsibility to send the Past Performance Questionnaire to its customers and direct the customer to submit the completed survey to Ian Lipscomb at Ian.Lipscomb@usda.gov Belal Hammad at belal.hammad@usda.gov no later than **July 6 19, 2023 at 12:00 PM EASTERN**. Past Performance questionnaire received after the due date will be deemed late and may not be considered.

The Vendor must also provide past performance references, in their response, for at least three (3) contracts held within the past twenty-four months, to include those in progress. Only references for same or similar type of services will be considered. The Government reserves the right to independently verify the accuracy of the information provided and to determine Vendor's performance on the related work with respect to the following factors: technical performance, quality of work, project management, compliance with agreed upon schedule and customer satisfaction.

The following reference clients have completed the Past Performance Questionnaire.

Past performance #1

Client Name	(b)(6)	
Client Contact Name		
Client Contact Email		
Contact Title		

Past performance #2

Client Name	(b)(6)	
Client Contact Name		
Client Contact Email		
Contract Title		

Past performance #3

Client Name	(b)(6)	
Client Contact Name		
Client Contact Email		
Description		

Contact information

Should you have any questions please contact:

(b)(6)

This proposal contains information that is the exclusive property of Experian. In consideration of the receipt of this document, you agree to make this information available only to your employees, directors, representatives, and agents who need access to such information for the purpose of evaluating its contents. You recognize and acknowledge the competitive value, confidential and proprietary nature of the information contained herein or which may hereafter be furnished to you or obtained by you from Experian relating to the subject matter hereof or the services to be performed, as well as the damage which may result to Experian if this information is disclosed to any third party. Except as set forth above, in no event shall this information be disclosed to any third party for any purpose without the prior written consent of an authorized representative of Experian. Further, your review and use of this information is an affirmative acknowledgment by you that you understand, acknowledge, and agree to abide by the foregoing.

Experian shall exclusively own all right, title, and interest in and to all Experian data as well as any Experian technologies which may be utilized in whole or in part in providing the services or developing the offering, as well as any modifications, enhancements or derivative works thereof. Any software programs or code, business processes, and related works developed by Experian to perform the services or host the service shall be developed by Experian for general purpose utility and shall constitute Experian intellectual property, unless specifically agreed by Experian and the client in an applicable work order. Experian and the marks used herein are trademarks or registered trademarks of Experian. Other product and company names mentioned herein may be the trademarks of their respective owners.

Prices quoted within this document are effective for 90 days from date of proposal unless otherwise noted. The rates and conditions in this proposal are based on initial specifications, oral or written, provided by the client. Experian reserves the right to revise the rates specified in this proposal if the specifications change. Additional services may result in additional fees. Unless otherwise noted, prices do not include applicable sales taxes or required shipping fees.



Volume III – Pricing Proposal

For: United States Department of Agriculture, Food and Nutrition Service

Solicitation # 12319723R0001

Submitted by Experian

July 19, 2023

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PRICE PROPOSAL2

Contact information4



PRICE PROPOSAL

An offer must be made on all items in the schedule. The total price shall include the unit price, quantity, discount terms, and total Firm Fixed Price to be eligible for consideration of award.

The price proposal shall include the following:

- 1. Company's Taxpayer Identification Number (TIN) and Dun & Bradstreet Number (DUNS). Your company must have an active System for Award Management (SAM) registration and SAM Unique Identification Number.*

Company Name	Experian Information Solutions, Inc.
Company's Tax Identification Number	31-1343192
DUNS Number	008642530
Active SAM registration	Valid through 1/9/2024
SAM Unique Identification Number	JZDMDG543QU1

- 2. Complete pricing and any assumptions for the IDIQ CLINs in accordance with the Section*

(b)(4)



Assumptions

The pricing presented is a flat, firm fixed price per period of performance. This cost is for unlimited use of the service and unlimited users.

USDA and participating entities accept and acknowledge the regulatory and product terms and conditions.

3. Pricing

Offerors are encouraged to offer deeper discounts such as, but not limited to, unlimited Income Verification Reports if the actual number purchased during the year exceeds a certain amount.

The Government reserves the right to obtain data, other than certified cost or pricing data, as necessary to establish fair and reasonable pricing, in accordance with FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Nov 2021)

Experian is proposing a firm fixed price for each period of performance for unlimited use, unlimited reports, and unlimited users. Our standard report provides both current and look-back results. The product proposed, Experian Verify for Government Benefits, will utilize only Experian's exclusive data from our exclusive employer relationships. Any matches resulting from the service would be incremental coverage not available from any other provider. The results are also from employer payroll records and not through a third-party payroll processor intermediary.



Contact information

Should you have any questions please contact:

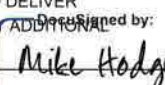
Stephanie Roma-brown
Strategic Account Director, Public Sector
Experian Information Solutions, Inc.

(b)(6)

This proposal contains information that is the exclusive property of Experian. In consideration of the receipt of this document, you agree to make this information available only to your employees, directors, representatives, and agents who need access to such information for the purpose of evaluating its contents. You recognize and acknowledge the competitive value, confidential and proprietary nature of the information contained herein or which may hereafter be furnished to you or obtained by you from Experian relating to the subject matter hereof or the services to be performed, as well as the damage which may result to Experian if this information is disclosed to any third party. Except as set forth above, in no event shall this information be disclosed to any third party for any purpose without the prior written consent of an authorized representative of Experian. Further, your review and use of this information is an affirmative acknowledgment by you that you understand, acknowledge, and agree to abide by the foregoing.

Experian shall exclusively own all right, title, and interest in and to all Experian data as well as any Experian technologies which may be utilized in whole or in part in providing the services or developing the offering, as well as any modifications, enhancements or derivative works thereof. Any software programs or code, business processes, and related works developed by Experian to perform the services or host the service shall be developed by Experian for general purpose utility and shall constitute Experian intellectual property, unless specifically agreed by Experian and the client in an applicable work order. Experian and the marks used herein are trademarks or registered trademarks of Experian. Other product and company names mentioned herein may be the trademarks of their respective owners.

Prices quoted within this document are effective for 90 days from date of proposal unless otherwise noted. The rates and conditions in this proposal are based on initial specifications, oral or written, provided by the client. Experian reserves the right to revise the rates specified in this proposal if the specifications change. Additional services may result in additional fees. Unless otherwise noted, prices do not include applicable sales taxes or required shipping fees.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF 1 73							
2. CONTRACT NO. 12319823D0003		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME IAN LIPSCOMB			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME						
9. ISSUED BY FNS-HQ-MGMT-CMD 1320 Braddock Road Room 208 Alexandria VA 22314				CODE FNS-HQ-MGMT-C		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:							
				☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)		☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ 8(A)		NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561450 SIZE STANDARD: \$41					
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING							
				☐		14. METHOD OF SOLICITATION ☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)							
15. DELIVER TO FNS-HQ-MGMT-CMD 1320 BRADDOCK 2ND FLOOR ALEXANDRIA VA 22314		CODE FNS-HQ-MGMT-CMD		16. ADMINISTERED BY FNS-HQ-MGMT-CMD 1320 Braddock Road Room 208 ALEXANDRIA VA 22314		CODE FNS-HQ-MGMT-CMD							
17a. CONTRACTOR/ OFFEROR EXPERIAN INFORMATION SOLUTIONS, INC. 475 ANTON BLVD COSTA MESA CA 92626-7036		CODE 1100024059# FACILITY CODE		18a. PAYMENT WILL BE MADE BY Invoice Processing Platform (IPP) All invoices must be submitted electronically through the Invoice Processing Platform (IPP) via www.ipp.gov		CODE IPP							
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER									
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		DUNS Number: 008642530 The purpose of this Indefinite Delivery Indefinite Quantity (IDIQ) Contract is to purchase Income Earnings records for the Supplemental Nutrition Assistance Program (SNAP). The Contractor Shall provide all services in accordance with the attached Performance Work Statement (PWS). The Ordering Period is September 30, 2023, to September 29, 2024, and four 12-month option years. This IDIQ shall not exceed \$8,716,024.35. Award of contract in accordance (Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Government Use Only) \$0.00							
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA												☐ ARE ☐ ARE NOT ATTACHED.	
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA												☒ ARE ☐ ARE NOT ATTACHED.	
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						☐ 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR  6E15F43697B34CA						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print) Mike Hodge Government Contracts				30c. DATE SIGNED Sep 26, 2023		31b. NAME OF CONTRACTING OFFICER (Type or print) CHAS L PML PDA				31c. DATE SIGNED			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	with (Reference 1239723R0001 offer dated September 11, 2023 (Volume III -Pricing Proposal (Revised). Experian Terms and Conditions included within its Technical Proposal submission (Attachment E, indexed page 105 (actual pages 108-113)) are hereby incorporated within the contract. Any Contractor terms and conditions in this contract that are in conflict with the FAR, the provisions of the FAR shall control. All invoices shall be submitted to the Contracting Officer Representative (COR) Holly Figueroa at Holly.Figueroa@usda.gov and to WWW.IPP.Gov. All attached terms, clauses, and conditions are in full force and effect. Delivery: 07/06/2023 Period of Performance: 09/30/2023 to 09/29/2024				
0001	This is a Firm Fixed Price unlimited access per state as shown in the attached pricing. Invoicing shall be done based on the states enrollment. The SNAP Earnings Income Verification Service Contract. Obligated Amount: \$0.00				738,654.81
1001	This is a Firm Fixed Price unlimited access per state as shown in the attached pricing. Invoicing shall be done based on the states enrollment. Option Year One SNAP Earnings Income Verification Continued ...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
12319823D0003

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NAME OF OFFEROR OR CONTRACTOR
EXPERIAN INFORMATION SOLUTIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Service Contract. Amount: (b)(4) (Option Line Item) 09/30/2024				
2001	This is a Firm Fixed Price unlimited access per state as shown in the attached pricing. Invoicing shall be done based on the states enrollment. Option Year Two SNAP Earnings Income Verification Service Contract. Amount: (b)(4) (Option Line Item) 09/30/2025				0.00
3001	This is a Firm Fixed Price unlimited access per state as shown in the attached pricing. Invoicing shall be done based on the states enrollment. Option Year Three SNAP Earnings Income Verification Service Contract. Amount: (b)(4) (Option Line Item) 09/30/2026				0.00
4001	This is a Firm Fixed Price unlimited access per state as shown in the attached pricing. Invoicing shall be done based on the states enrollment. Option Year Four SNAP Earnings Income Verification Service Contract. Amount: (b)(4) (Option Line Item) 09/30/2027				0.00
	The total amount of award: \$8,716,024.35. The obligation for this award is shown in box 26.				

1. PRICING

This is a Firm Fixed Price for the following Contract Line Items (CLIN), outlined in the table below. See attachment for FFP per state. The pricing per item shall include all the associated costs required to deliver a successful. Actual Income Verification Report, in accordance with the attached Performance Work Statement (PWS).

CLIN Number	CLIN Description	Quantity	FFP
0001—Base Year	Income Verification Report	Unlimited	(b)(4)
1001—Option Year One	Income Verification Report	Unlimited	
2001—Option Year Two	Income Verification Report	Unlimited	
3001—Option Year Three	Income Verification Report	Unlimited	
4001—Option Year Four	Income Verification Report	Unlimited	

52.216-18 Ordering. (AUG 2020)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [09/2023] through [09/2028].
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered "issued" when-
 - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
 - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
 - (3) If sent electronically, the Government either-
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of (b)(4)

(2) Any order for a combination of items in excess of \$8,716,024.35; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [15] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (OCT 1995)

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

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

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

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

(End of clause)

52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before performance end date.

(End of clause)

52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days unless a different number of days is inserted, before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 month.

(End of clause)

452.216-73 Minimum and Maximum Contract Amounts. (FEB 1988)

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of \$10,000.00, but not in excess of \$8,716,024.35.

(End of Clause)

3.0 PERFORMANCE

IDIQ Period of Performance:

The IDIQ shall be a 12-month Base Year with four (4) 12-Month Option Years

Base Year: Expected to be 09/30/2023 to 09/29/2024

Option Year One (1): Expected to be 09/30/2024 to 09/29/2025

Option Year Two (2): Expected to be 09/30/2025 to 09/29/2026

Option Year Three (3): Expected to be 09/30/2026 to 09/29/2027

Option Year Four (4): Expected to be 09/30/2027 to 09/29/2028

3.1 PLACE OF PERFORMANCE

FNS expects the contractor to work off-site at the contractor's location.

452.211-72 Statement of Work/Specifications (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

(End of clause)

452.211-73 Attachments to Statement of Work/Specifications (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

(End of clause)

452.215-73 Post Award Conference (1996)

A post award conference with the successful offeror is required. It will be scheduled within 7 days after the date of contract award. The conference will be held at: Via teams meeting.

(End of clause)

452.224-70 Confidentiality of Information. (FEB 1988)

(a) Confidential information, as used in this clause, means -

- (1) information or data of a personal nature, proprietary about an individual, or
- (2) information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

(End of Clause)

452.237-75 Restrictions Against Disclosure. (FEB 1988)

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of Clause)

The following clauses are hereby incorporated by reference into the Solicitation. Additional clauses may be incorporated at the time of issuing Task Orders.

52.203.6 Restrictions on Subcontractor Sales to the Government. (JUN 2020) - Alternate I (NOV 2021)

52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services. (DEC 2022)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (DEC 2022)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

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

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

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

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

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies

to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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

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

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

[] (10) (Reserved)

[] (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

[] (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (13) (Reserved)

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

[] (ii) Alternate I (MAR 2020) of 52.219-6.

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

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

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

[] (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (NOV 2016) of 52.219-9.

[] (iii) Alternate II (NOV 2016) of 52.219-9. [

] (iv) Alternate III (JUN 2020) of 52.219-9. [

] (v) Alternate IV (SEP 2021) of 52.219-9.

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

[] (ii) Alternate I (MAR 2020) of 52.219-13.

[] (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

☒ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

☐ (22)(i) 52.219-28, Post-Award Small Business Program Representation (SEP 2021) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (MAR 2020) of 52.219-28.

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (SEP 2021) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

☐ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

☒ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

☐ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).

☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

☒ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

☐ (ii) Alternate I (JUL 2014) of 52.222-35.

☒ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

☐ (ii) Alternate I (JUL 2014) of 52.222-36.

☒ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

☒ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

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

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

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

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

☐ (48) 52.225-1, Buy American-Supplies (NOV 2021) (41 U.S.C. chapter 83).

☐ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (JAN 2021) of 52.225-3.

☐ (iii) Alternate II (JAN 2021) of 52.225-3.

☐ (iv) Alternate III (JAN 2021) of 52.225-3.

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

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

☐ (59) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☒ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☒ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

☐ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

☐ (iii) Alternate II (NOV 2021) of 52.247-64.

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

☐ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

☒ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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

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

(xiii) [] (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

52.224-1 Privacy Act Notification (APR 1984)

52.224-2 Privacy Act (APR 1984)

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

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

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.242-14 Suspension of Work. (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

3- Special Contract Requirements

416.5 Indefinite Delivery Contracts-Task Order Ombudsman

The Mission Area Senior Contracting Officer (MASCO) Task Order Ombudsman for this Indefinite Delivery/Indefinite Quantity Contract is:

Chase Lucas

Email: Chase.Lucas@usda.gov

The MASCO Task Order Ombudsman shall review and resolve complaints from contractors concerning task or delivery order placed by the contracting activity. Any contractor who is not satisfied with the resolution of a complaint by a Mission Area ombudsman may request the Departmental Task Order Ombudsman to review the complaint.

452.237-74 Key Personnel. (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: Program Manager: (b)(6) and Project Manager: (b)(6)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15

days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required

information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of Clause)

Quality Assurance:

The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (see SOW, section 10.2 Performance Requirements Summary) This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

Security:

The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of this contract. The Contractor shall implement procedures that ensure appropriate administrative, technical, and physical safeguards are established for the security and confidentiality of government information, data, and/or equipment. The Contractor's procedures shall be consistent with

Government, OMB Circular A-130, Management of Federal Information Resources, the Computer Security Act of 1987, the Federal Information Security Management Act of 2002 (FISMA), and the Privacy Act. In addition, during all activities and operations on government premises, the Contractor shall comply with the policies, rules, procedures and regulations governing the conduct of personnel or protection of government facilities and data as expressed by USDA, written or oral.

(a) Sensitive Information Storage and Disclosure

Sensitive-but-Unclassified (SBU) information, data, and/or equipment will be disclosed only to authorize personnel on a Need-To-Know basis. The holder shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment will be returned to Government control; destroyed; or held until otherwise directed.

Destruction of items shall be accomplished by tearing into small parts; burning; shredding or any other method that precludes the reconstruction of the material, consistent with GSA guidelines.

(b) Protection of Information

All information about the USDA networks and/or the security posture of any USDA information asset gathered or created under this contract will be considered SBU information. It is anticipated that this information will be gathered, created and stored within the primary Government work location. If the Contractor personnel must remove any information from the primary work area they should protect it to the same extent they would their proprietary data and/or company trade secrets. If the Contractor must remove any materials from the primary work location prior approval must be obtained from the COR.

(c) Security and Privacy

The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

(d) Security Classification

The preparation of the deliverables under this contract will be completed at a Sensitive-But-Unclassified (SBU) level unless otherwise stated, in writing, by the COR.

(e) Facility Access

All Contractor personnel who work at the USDA/FNS site must have approval for facility access; the Contractor must supply the names and other required information of those employees selected to perform the work to the COR.

(f) Special Requirements

All work performed must meet and comply with all National Institute of Standards & Technology (NIST), other government-wide laws and regulations, and USDA and OCIO (Office of the Chief Information Officer) directives, guidelines, and requirements for protection and security of Information Technology.

Such directives and guidelines include, but are not limited to:

- Computer Security Act of 1987
- Federal Information Security Management Act (FISMA)

- OMB Circular A-130, Management of Federal Information Resources
- Presidential Directive Decision 63, Critical Infrastructure Protection (CIP)
- Presidential Directive Decision 67, Enduring Constitutional Government and Continuity of Government Operations
- Homeland Security Presidential Directive 7
- NIST's Guide for Developing Security Plans for Information Technology Systems(Special Publication 800-18)
- U.S. Government "Plain Language" Guidelines
- <http://www.ocio.usda.gov/directives/files/dm/DM3535-000.htm>

(g) Confidentiality and non-Disclosure

The Contractor may have to access proprietary information and shall be required to sign non-disclosure and conflict of interest statements. The preliminary and final deliverables and all associated working papers, and other material deemed relevant by the agency that have been generated by the contractor are the property of the U.S. Government and cannot be reproduced, or retained by the contractor. When no longer required, this information, data, and/or equipment will be returned to Government control. All documents and information pertaining to network vulnerabilities, security policy, operational procedures or related functions shall be maintained under absolute accountability and relinquished to the COR upon completion of the contract.

Personnel Security Clearance Requirements-Sensitive-But Unclassified (SBU) Materials:

The contract clause set forth below covers the basic security standards for Sensitive-But-Unclassified (SBU) work.

Based on federal laws, regulations, directives, and policies, it is an inherent Government function for a federal agency to protect its facilities and their occupants from harm and its information from unauthorized disclosure. Therefore, contractor personnel granted official access to a federally controlled facility or permanent access to a federal information system shall be subject to specific security screening requirements similar to those imposed upon federal employees.

The Government and the contractor recognize that certain contractor employees performing under this contract will have access to sensitive Government information. Therefore, the Government and the contractor agree

that the Government shall conduct security investigations for any contractor employee performing under this contract, who, in the Contracting Officer's judgment, is engaged in a function requiring public trust.

Executive Order 13467 (Reforming Processes Related to Suitability for Government Employment, Fitness for Contractor Employees, and Eligibility for Access to Classified National Security Information) specifically requires that suitability and fitness investigation standards be applied to contractor employees performing work for the U.S. Government in accordance with the standards defined under 5 CFR 731 (for suitability) and 5 CFR 732 (for access to Classified National Security Information).

Section 3 of Executive Order 13488 (as amended) (Granting Reciprocity on Excepted Service and Federal Contractor Employee Fitness and Reinvestigating Individuals in Positions of Public Trust) further clarifies that:

(b) Investigations for determining fitness for contractual or non-appropriated fund employment. Contractor employee fitness or non-appropriated fund employee fitness is subject to the same position designation requirements and investigative standards, policies, and procedures as fitness determinations for civil service employees, as prescribed by the Office of Personnel Management under the Civil Service Rules." Finally, Homeland Security Presidential Directive 12: Policy for a Common Identification Standard for Federal Employees and Contractors) (HSPD-12) does not permit credentialing of a subject before an interim suitability or suitability determination has been made.

(a) General

(1) The Government anticipates that the work to be performed under this contract will involve access to SBU materials and non-sensitive materials. SBU materials may include, but are not limited to: computer systems and information, Privacy Act protected information, and FNS proprietary information. Duplication or disclosure of the data and other information to which the Offeror may have access as a result of this contract is prohibited by Public Law.

(2) In general, services performed by Contractor's personnel will fall within three (3) "risk" categories as described below:

- (A) High Risk (MBI): Contract personnel with network administrative rights.
- (B) Moderate Risk (NACI): All other contract personnel with access to SBU FNS data information.

(C) Low Risk (Fingerprint): Contract personnel performing less than 180 days.

(b) Types and Number of Background Investigations Required

(1) Work performed under the contract will fall within one or more of the risk categories defined in paragraph (a)(2) above. As a result, the Contractor's personnel must undergo a background investigation to require access to PII; SSI | FOUO. Contractor personnel will also have Administrative System Access and will be required to have a Tier 2 (SF-85P) or Tier 1 (Favorable) completed. The type of background investigation required will be commensurate with the risk factor associated with the duties of each position and the type of access required. Prior to award of the contract, the Contracting Officer's Representative (COR) will determine the exact number and types of background investigations that may be required for all Contractor positions. For planning purposes, the Government estimates that the following number and types of background investigations will be needed:

<u>Risk Category</u>	<u>Number of Investigations Needed</u>
High Risk (MBI)	To be determined by Key Personnel Proposal Moderate Risk (NACI)To
be determined by Key Personnel Proposal Low Risk (fingerprints)	To be determined
<i>(Primarily applies if contractor's personnel are stationed at a Government work location.)</i>	

(2) Personnel Security Clearance investigative process and requirements for access to USDA Food and Nutrition Services (FNS) federally controlled facility or a federal information systems are set forth in the USDA FNS Contracts Management Division (CMD) Contractor On/Off boarding Process Manual. The purpose of the USDA FNS CMD Contractor On/Off boarding Process Manual outline is to prescribed procedures for adhering to personnel security clearance processing requirements for contractor personnel performing services on or within a USDA FNS facility or through an Information Technology (IT)system. Contractors shall fully adhere to the entirety of prescribed procedures for contractor security clearance investigative requirements specified in the USDA FNS Contractor On/Off boarding Process Manual.

(3) The Contractor will not be permitted to commence performance under the contract until a sufficient number of its personnel, as determined by the COR, have received requisite background investigations. A "Background Investigation Request" form (FNS-775) must be completed by the COR and submitted to the

Contract Management Division (CMD) for processing.

(4) During the life of this contract, the Contractor shall ensure that no Contractor or sub-Contractor employee commences performance hereunder prior to receipt of authorization from the Contracting Officer or COR.

(c) Background Investigations Requirements

The minimum investigative requirements are as follows:

(1) High Risk Positions:

The background investigation shall be an MBI (Minimum Background Investigation). The MBI includes a NACIC, a face-to-face personal interview between the investigator and the subject, and telephone inquiries to selected employers.

(2) Moderate Risk Positions:

The background investigation shall be a NACI (National Agency Check and Inquiries). The NACI consists of a NAC, written inquiries and record searches covering specific areas of a subject's background during the past 5 years.

(3) Low Risk Positions:

The background investigation shall be a Federal Bureau of Investigation Name and Fingerprint check.

(d) Separation/Termination of Contractor's Employees/Completion of Contract

At the completion of the contract or separation/termination of any Contractor's employee, a "Government Offeror Separation Checklist" (FNS-774) must be completed and signed by the COR and Contracting Officer.

FNS Computer System Access:

To perform this contract the Contractor may require computer access to FNS systems. As necessary, the Contractor shall notify the COR in writing when a Contractor employee requires any type of computer access. The COR shall provide form FNS-674, Computer System Access Request, to the Contractor. The Contractor shall complete the form, obtain approval from the COR, and submit the form to the FNS Security Office staff. The Contractor shall notify FNS when computer system access for employees can be terminated. Written notification to terminate computer access shall be provided by the Contractor to

the COR and to the FNS Security Office staff immediately upon termination of any Contractor employee removed from this contract or when access is no longer required. Immediately upon completion of the contract the Contractor shall provide a complete listing of all Contractor employees given access to FNS computer systems with a statement that computer access shall be terminated and complete a "Government Vendor Separation Checklist" for each Vendor employee. All notifications shall be provided to the COR and the FNS Security staff listed below:

Office of Information Technology
Information Security Office
1320 Braddock Place
Alexandria, VA 22302, (703) 305-2242

Additionally, ALL new contract employees accessing FNS' systems and/or sensitive data are required to complete Security Training in the OIT Training Room, 3rd floor, prior to obtaining computer and sensitive data access. This training shall be coordinated with the COR. A disk or hard copy of the security training may be sent to Contractors whose staffs are performing at off-site locations.

Section 508 – Accessibility of Electronic and Information Technology:

(a) This requirement is subject to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the workforce Investment Act of 1998 (P.L. 105-220). Specifically, subsection 508(a)(1) requires that when the Federal Government procures Electronic and Information Technology (EIT), the EIT must allow Federal employees and individuals of the public with disabilities comparable access to and use of information and data that is provided to Federal employees and individuals of the public without disabilities.

(b) The EIT accessibility standards at 36 CFR Part 1194 were developed by the Architectural and Transportation Barriers Compliance Board ("Access Board") and apply to contracts and task/delivery orders, awarded under indefinite quantity contracts on or after June 25, 2001.

(c) Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract, as a minimum. If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the non-compliant products or services

within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:

1. Cancellation of the contract, delivery or task order, purchase or line item without termination liabilities; or
2. In the case of custom Electronic and Information Technology (EIT) being developed by a contractor for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm for the noncompliant EIT, with the contractor liable for reimbursement to the Government for any expenses incurred thereby.

(d) The contractor must ensure that all EIT products that are less than fully compliant with the accessibility standards are provided pursuant to extensive market research and are the most current compliant products or services available to satisfy the contract requirements.

(e) For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either a contract specified refresh cycle for the product or service, or on a contract effective option/renewal date; whichever shall occur first. To access more information regarding Section 508: <http://www.access-board.gov/sec508/standards.htm>.

Organizational Conflict of Interest:

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source

selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

ADP Compatibility:

The Contractor agrees to comply with both the U.S. Department of Agriculture's (USDA) and the Food and Nutrition Services' (FNS) ADP system security requirements to the extent necessary to meet the requirements of the work herein. All databases created and maintained by the Vendor shall have proper validation and control techniques, and all ADP resources, including data tapes, which become the property of the Government shall be fully documented, both in source code (if any) and written materials. Software documentation shall include, as appropriate (in the determination of the COR), flowcharts; textual explanation of subroutines, processes, and algorithms; screens; and other materials as necessary to ensure that a programmer conversant with the language may maintain the software. Database documentation shall include: variable names and labels; variable locations the source of each data item; the formulas used to compute or transform variables, if any, database structure and relationship; a printout of the data or first 50 pages. Further, all data tapes must be compatible with FNS ADPE. FNS currently performs its computing applications using the MS Windows 7 operating system. Work performed under this contract may require transfer of limited data and text files, as well as extensive data tapes. Optimum effort shall be general ease of use by FNS personnel of these transferred data tapes and CD-ROM/DVD. In particular, all physical storage media must be on CD-ROM/DVD formatted to be used with MS Windows 7 compatible

software/applications and must be accompanied by accessing and format information. In addition, there may be occasion where some task deliverables will be significantly enhanced by inclusion of data on CD- ROM/DVD, thus allowing further processing and manipulation by FNS staff. Collaboration between the Vendor and the responsible FNS official concerning appropriate

computer deliverables may occur during performance of this contract, as appropriate.

Printing:

Unless otherwise specified in this contract, the Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract.

Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 units in the aggregate of multiple pages, will not be deemed to be printing. For the purpose of this paragraph, such pages may not exceed a maximum image size of 10 3/4 by 14 1/4 inches

Paperwork Reduction Act:

In the event that it becomes a contractual requirement to collect identical information from ten or more public respondents, the Paperwork Reduction Act, 44 U.S.C., 3501 et seq., shall apply to this contract. In such an event, the Contractor shall not expend any funds to take any other action whatsoever to solicit information from any of the public respondents until the Contracting Officer has notified the Contractor in writing that the required Office of Management and Budget clearance has been obtained. The Contractor shall provide to the Contracting Officer's Representative (COR) or to the Contracting Officer such information as will facilitate obtaining such clearance.

Administrative Points of Contact

The Contracting Officer (CO) has the overall responsibility for the administration of this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to modify terms and conditions of this contract. In the event the Vendor effects any change at the direction of any person other than the CO, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any resulting incurred costs.

Contracting Officer: The CO for this effort is as

follows: TBD

U.S. Department of Agriculture
Food and Nutrition Service
1320 Braddock Place Alexandria, VA 22314

Contracting Officer's Representative (COR):

The COR is as follows:

To be determined at time of award.

Correspondence concerning technical matters shall be forwarded directly to the Contracting Officer's Representative (COR), with copies to the CO.

A COR will be given authority by the CO to monitor all technical aspects and assist in administration of the contract. The types of action within the purview of the COR are: to assure that the Contractor performs all the technical requirements of the contract; to perform or cause to be performed all inspections and acceptance necessary in connection with performance of the contract; and to maintain both written and oral communication with the Contractor concerning technical aspects of the requirements. The COR shall monitor the Contractor's performance under the contract and notify the Contractor and the CO of any deficiencies observed, as well as to coordinate Government Furnished Property (if applicable) and to provide for site entry of Contractor personnel, if required.

The COR is not authorized to change any of the terms or conditions of this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract or modifications issued thereunder and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the CO's. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the CO or is pursuant to specific authority otherwise included as part of this contract. In the event the Contractor effects any change at the direction of any person other than the CO, the change will be considered to be unauthorized.

Submission of Invoices:

- (a) Invoices shall be submitted in accordance with the "Authorized Payment Schedule" for each contract/task/order. The contractor shall submit a monthly progress update at a monthly interval with the monthly progress invoice throughout the life of the project. The submission of an acceptable, progress update to the Government is a condition precedent to processing of the Contractor's pay request for the monthly invoice.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

1. Name and address of the business concern;
2. Invoice number and invoice date;
3. Contract number, Delivery Order number, Purchase Order number, Task Order number, or other authorization for delivery of property or services actually delivered or rendered;
4. Description, unit price, extended price, and quantity of property and services

actually delivered or rendered with supporting documentation (i.e. travel receipts, etc.).

5. Shipping and payment terms;
6. Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
7. A certification statement saying that the funds have only been used for work for this contract;
8. Name, title, phone number, and mailing address of person to notify in the event of a defective invoice; Taxpayer Identification Number (TIN) or DUNS+4; and
9. Vendors MUST note FINAL INVOICE on the final invoice when submitted upon final delivery of all supplies/equipment or completion of the contract. USDA and the Invoice Processing Platform (IPP) – <http://www.ipp.gov/Contractors/index.htm>.

The IPP is a government-wide secure web-based payment information service offered free of charge to government agencies and their suppliers by the U.S. Department of Treasury's Financial Management Service (FMS).

One-time enrollment in IPP means that you will receive a series of e-mails from Treasury services. The first email will have the IPP Logon ID and link to the IPP application. A second e-mail, containing the password will be sent within 24 hours. Once you receive these emails, please login to the IPP application and complete the registration process.

Benefits of registering with IPP include the ability for your company to create invoices directly from a contract award and submit them electronically.

The IPP Customer Support Desk is available to assist users Monday through Friday (excluding bank holidays) from 8:00AM - 6:00PM ET, including answering any questions related to accessing IPP or completing the registration process. Their toll-free number is 866-973-3131 or they can be reached at: IPPCustomerSupport@fms.treas.gov. If you have any questions or concerns, please contact the Controller Operations Division Help Desk at: 1-877-243-3072 or via e-mail at: cod.help@usda.gov.

4 - Contract Clauses

52.202-1 Definitions. (JUN 2020)

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (MAY 2014)

52.203-7 Anti-Kickback Procedures. (JUN 2020)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)

52.203-16 Preventing Personal Conflicts of Interest. (JUN 2020)

52.203-17 Contractor Employee Whistleblower Rights and Requirements To Inform Employees of Whistleblower Rights (June 2020)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

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

52.204-13 System for Award Management Maintenance (Oct 2018)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)

52.215-2 Audit and Records - Negotiation. (JUN 2020)

52.215-15 Pension Adjustments and Asset Reversions. (OCT 2010)

52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)

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US Department of Agriculture (USDA)



Performance Work Statement for

The Supplemental Nutrition Assistance Program Earnings Verification Service

September 22, 2023

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Project Title

The Supplemental Nutrition Assistance Program Earnings Verification Service

General Information

1.0 Background and Purpose

1.1 Program and Policy Background:

The Supplemental Nutrition Assistance Program (SNAP, formerly the Food Stamp Program) is the Nation's largest domestic food and nutrition assistance program and a critical part of the Nation's safety net. Households that apply for and are found eligible to participate in SNAP receive a benefit amount via an Electronic Benefits Transfer card that can be used to purchase food in authorized retail food stores. In Fiscal Year 2022, SNAP helped an average of more than 41 million low-income people in the United States afford a nutritionally adequate diet each month. The Food and Nutrition Act of 2008 (the Act) is the Federal law that governs SNAP. As required by section 11(a) of the Act, participating State SNAP agencies (hereafter also referred to as "States" or "the State") are responsible for directly administering the program while the U.S. Department of Agriculture Food and Nutrition Service (USDA-FNS) conducts oversight, provides technical assistance, and administers federal funding. There are currently 53 State SNAP agencies (which include all 50 States, the District of Columbia, Guam, and the U.S. Virgin Islands.) USDA-FNS strives to apply data-driven strategies to improve program operations, access, and integrity on behalf of the American public.

Section 11(e)(2)(B) of the Act requires that States develop an application form and process for households to apply to participate in the program, and in doing so to declare their income and other household circumstances that are required by the Act for purposes of determining eligibility and benefit amounts. In turn, section 11(e)(3) of the Act requires States to obtain verification, with cooperation from the household, of the household's declared income and certain other circumstances prior to approving an eligible household for benefits. Though not explicitly required by the Act, SNAP rules at 7 CFR 273.2(e) also require States to interview a responsible member of the household to review the information declared by the household on the application form and to explore and resolve with the household unclear or incomplete information. The Act requires States to consider an application to be filed if the household has submitted it with a name, address, and signature, even if other questions on the application are left blank, in which case States use the interview to complete the application with the household. This process is required at initial application, when the State determines eligibility, calculates monthly benefit amounts, and sets a period of eligibility (the certification period) of typically 6 to 12 months for eligible households. The Act requires States to complete the process to determine eligibility and benefit amounts within 30 days of the date the household filed its application form, and within 7 days for households in immediate need. The Act also generally requires States to verify and determine income for the household if the household applies to recertify for SNAP at the end of its certification period, with the exception that States are not required to interview households certified for fewer than 12 months more frequently than once every 12 months. In addition, if a change in the household's earned income occurs during its certification period, States may be required to obtain verification of earned income during the certification period to determine the household's ongoing eligibility and monthly benefit amounts.

States have traditionally met the requirement to verify household statements about earned income by obtaining pay stubs or other documentation from the employer. Federal rules require States to inform the household of verification requirements, then the household generally has primary responsibility for obtaining documentation and providing it to the State. In many cases, the State and household identify new circumstances and information that must be verified during the interview. For example, during the interview with the household the State sometimes identifies new earned income sources that the household did not declare on the application form. While SNAP rules require that the State provide the household at least 10 days to provide the required verification within the 30-day application processing period, completing this process delays the eligibility determination and may be challenging. On the part of the household, it generally requires them to request and obtain new documentation from employers and to deliver it to their local office in-person, by mail, or electronically when that option is available. On the part of the State, it generally requires them to quickly review and process the new documentation provided by applicants. In some cases, the State may contact the household's employer(s) directly in order to assist the household with obtaining the necessary documentation to verify its earned income, which is time consuming and sometimes

unsuccessful. Also, as more employers contract with a third-party entity to manage aspects of their payroll process and data, they are increasingly unable to provide the requested documentation when contacted directly by the State. As a result of these inherent challenges to the verification process, lack of verification is a leading cause of procedurally based denials of SNAP applications and delays in providing benefits to eligible households for many States.

1.2 Project Purpose:

USDA-FNS seeks a nationwide verification support service, to be referred to as the SNAP Earnings Verification Service, for all State agencies that administer SNAP¹ and a select group of USDA-FNS personnel. The service must provide States and USDA-FNS with the ability to verify the employment status and earnings of SNAP applicants and participants. The Contractor shall respond to individual queries from across the nation with SNAP-appropriate verification data, including the current month and preceding two months of earned income data and additional months as requested. The Contractor shall also have the capacity to respond to queries in real time (within seconds) with the payroll data (a match) or to indicate lack of data, among other requirements. The service will primarily be used to determine SNAP eligibility and benefit amounts, and to a lesser extent for conducting SNAP Quality Control reviews (these are quality control reviews to determine SNAP payment error rates required of State SNAP agencies per Federal requirements, not to be confused with Contactor responsibilities that may be characterized with the same term in other contexts) and SNAP claims calculations.

1.3 Scope and Objectives:

The scope and primary objectives of the SNAP Earnings Verification Service are as follows:

- a. Provide a standardized, secure, and user-friendly process by which State and USDA-FNS SNAP personnel may verify SNAP applicant and participant declarations about their earned income amounts instantaneously or within seconds using employer-reported, actual payroll data delivered from a robust third-party income database (TPID).
- b. Expand participation to individual States or groups of States with the ultimate goal of reaching full participation among all States.
- c. Provide participant States and USDA-FNS SNAP personnel with training and technical assistance.
- d. Provide States with ongoing technical support via a helpdesk.
- e. Provide USDA-FNS and States with quantitative data on the efficacy of the service, for example the frequency by which the TPID provides data that is usable for purposes of verifying earned income for SNAP at the national, state, and substate levels.

¹ Currently, all 50 States, the District of Columbia, Guam, and the U.S. Virgin Islands administer SNAP. In the event that the jurisdictions that compose those 53 State SNAP agencies change or increase, FNS will address as needed at the task-order level.

2.0 Definitions

Term	Abbreviation or Acronym	Definition
Current match	Not applicable	In response to a query, TPID data that includes, at a minimum, the following information reported directly from the employer: i. Employee name and SSN; ii. Employer name and address; iii. Employment status; iv. All available, but at least one, paycheck(s), earnings statement(s), or other documentation of payment(s) from the employer to the employee issued within the same calendar month in which the query has been submitted or within the immediately preceding two calendar months. Data that falls outside this period is not considered a match.
Contractor Performance Assessment Reporting System	CPARS	An online web application that is used to collect, manage and review Contractor Performance Assessment Reports.
Contracting Officer's Representative	COR	The Federal employee responsible for the technical monitoring or administration of a contract.
Firm Fixed Price	FFP	A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.
Food and Nutrition Act of 2008	The Act	The Federal law that governs SNAP.
Helpdesk	Not applicable	A department or team that provides technical assistance to State and Federal personnel regarding usage of The National Earned Income Verification Support Service for SNAP upon request.
Look-back match	Not applicable	In response to a query, TPID data that includes, at a minimum, the following information reported directly from the employer: i. Employee name and SSN; ii. Employer name and address; iii. Employment status; iv. All available, but at least one, paycheck(s), earnings statement(s), or other documentation of payment(s) from the employer to the employee issued within the same calendar month in which the query has been submitted or within the immediately preceding 24 calendar months. Data that falls outside of this period is not considered a match.
Personally Identifiable Information	PII	Any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.
Supplemental Nutrition Assistance Program	SNAP	The Supplemental Nutrition Assistance Program, formerly called the Food Stamp Program. State SNAP agencies, which including all 50 States, the District of Columbia, Guam, and the US Virgin Islands, directly administer SNAP for their residents. USDA-FNS oversees the administration of SNAP at the Federal level.

Term	Abbreviation or Acronym	Definition
Social Security Number	SSN	A unique numerical identifier assigned by the Social Security Administration to U.S. citizens and other residents used for tracking income, benefits, and other purposes.
Query	Not applicable	A request submitted to the Contractor for a current match or a look-back match. A query is submitted based on an individual Social Security Number.
Third-party income database	TPID	A database containing employer-provided payroll records that is not State or Federally compiled or managed.

Contractor Requirements

3.0 Technical Requirements

Specific deliverables shall be determined at the Task Order level; however, the following describes the overarching requirements applicable to most anticipated Task Orders.

3.1 Query Process

- a. The Contractor shall provide a standardized, secure, and user-friendly process by which authorized State and USDA-FNS personnel can submit queries, using only an individual's full name, SSN, and age as identifiers, in an attempt to obtain either a current match or a look-back match for the individual from the TPID. This process is hereafter referred to as the query process and further defined in this section.
- b. The query process allows authorized State and USDA-FNS personnel to choose between submitting a query for either a current match or a look-back match, as defined in PWS Section 2.0 and PWS Requirement 3.2, prior to submitting a query for one or the other.
- c. The query process includes, after a query is submitted, the delivery of a response communicating whether the requested match (either a current match or a look-back match) that corresponds with the submitted SSN is available in the TPID and offer a means for viewing the requested data, if available. The query process must complete this exchange instantaneously or within seconds of the query submission.
- d. The query process will only respond to the query submitted. For example, if a query for a current match is submitted, the query process will only provide response as to whether a current match is available and it will be silent with regard to whether a look-back match is available, and vice-versa.
- e. As part of the query process, when a requested match is available and viewed, State and USDA-FNS personnel have the ability to query and view that same match data again for a 24-hour period. During that 24-hour time period that transaction will be considered a single query and match (not counted separately as multiple queries and matches).
- f. Unless otherwise agreed to with FNS, the query process and functionality must limit individual States' ability to query the same SSN for a current match to twice in any 12-month period, with the exception of the scenario described above in PWS Requirement 3.1.e (which shall be allowed and considered a single query and match.)
- g. Unless otherwise agreed to with FNS, the query process and functionality must limit individual States' ability to query the same SSN for a look-back match to once in any 12-month period, with the exception of the scenario described above in PWS Requirement 3.1.e (which shall be allowed and considered a single query and match.)
- h. As part of the query process, when a match is available and viewed, State and USDA-FNS personnel have the ability to print the match data on a local printer and to download the information into an Adobe PDF document.
- i. As part of the query process, the Contractor shall track and maintain records of individual State and USDA-FNS personnel activity in terms of queries submitted, matches viewed, and the date and time to address potential auditing needs. The Contractor shall also track the data elements described subsequently in PWS Requirement 3.7.
- j. The query process is available to authorized State and USDA-FNS personnel 24 hours a day, 7 days a week.

- k. In the event that the query process described in this section is temporarily unavailable, the Contractor shall notify the COR and other designated State and USDA-FNS government representatives within 12 hours. The Contractor shall provide an alternative process by which authorized State personnel can query for data.
- l. The Contractor shall track incidents of unavailability of the query process, including the respective causes and durations of periods of unavailability in minutes or hours, for each calendar month.

3.2 Required Content of Matches

USDA-FNS requires that the TPID provide specific, actual employment and income data reported directly from the employer². Moreover, in the vast majority of verification actions, SNAP rules and operations require that the data be recent; older data is generally unusable and therefore unnecessary. In a small minority of verification actions, SNAP rules and operations require the data to cover a longer look-back period. Therefore, the two distinct matches that USDA-FNS requires the Contractor to provide are referred to as a “current match” or a “look-back match.” These two datasets are defined in preceding PWS Section 2.0.

3.3 Optional Additional Content of Matches

If the TPID contains certain information in addition to the required content of matches in PWS Requirement 3.2 for a given SSN queried, the Contractor shall provide that data along with what is minimally required for a current match or look-back match. That optional additional information includes any of the following: Date of birth, Employer contact information, Pay frequency, Hourly wage rate, and Hours worked per pay period.

3.4 Scope and Quantity of Data

Throughout the duration of this requirement, the Contractor’s TPID shall maintain current match data, as defined in preceding PWS section 2.0, in each respective State in which the Contractor provides the SNAP Earnings Verification Service. Reporting on variances that exceed 10% of the baseline will be included for each State. Reporting on variances that exceed 10% of the baseline will be included for each state. Variances will be reviewed with FNS but are not to be considered technical issues.

3.5 Access to Query Process

- a. Initial Access for State Personnel:
 - i. In the context of initially providing access to the query process described in PWS Requirement 3.1 on a State-by-State basis, the Contractor shall progressively provide access to individual States or groups of States as directed by the COR.
 - ii. Upon receipt of such a request to provide access to a State or groups of States, the Contractor shall engage directly with State points of contact designated by the COR.
 - iii. The Contractor may be required to draft and coordinate the establishment of memorandums of understanding (MOUs) related to the SNAP Earnings Verification Service between State agencies and FNS prior to providing State agency personnel with initial access.
 - iv. Based on information provided by the designated State points of contact to the Contractor, the Contractor shall provide initial access and the training materials described in PWS Requirement 3.6.d to State personnel (as identified by the State points of contact.), within 5 business days upon receipt of the necessary information provided by the State POC. The Contractor shall report any failure to meet this deadline to the appropriate State point of contact and the COR within 24 hours, the corresponding reasons, and necessary steps for resolution.

² This requirement is rooted in section 5(f)(2)(B) of the Food and Nutrition Act of 2008, which requires States to determine eligibility and benefit amounts for the first month of the SNAP certification period based on the household’s actual income and other relevant circumstances for the first month. While the future months of the certification period do involve an estimation of the income that can be reasonably anticipated to be received, States must use actual income received for the first month.

- v. Based on information provided by the designated State points of contact to the Contractor, the Contractor shall account for the tracking of queries and matches by local office as per PWS Technical Requirement 3.7.
 - vi. The Contractor shall maintain a reasonable degree of flexibility to accommodate and adjust for potential administrative differences across States.
 - vii. The Contractor shall track the number of business days elapsed prior to completion of this task for each State.
- b. Access for Additional State Personnel:
- i. After a State has obtained initial access as described in PWS Requirement 3.5.a, the Contractor shall provide a process by which State points of contact can request and obtain access to the query process for additional State personnel or groups of State personnel. The Contractor shall maintain a reasonable degree of flexibility to accommodate and adjust for potential administrative differences across States.
 - ii. Upon receiving such a request, the Contractor shall deliver access to the requested individuals within 3 business days of that request. The Contractor shall report any failure to meet this deadline to the appropriate State point of contact and the COR within 24 hours, the corresponding reasons, and necessary steps for resolution.
 - iii. The Contractor shall track requests for access and the number of business days elapsed prior to resolution of those requests.
- c. Access for USDA-FNS Personnel:
- i. The Contractor shall provide a process by which the COR can request and obtain access to the query process for USDA-FNS personnel or groups of USDA-FNS personnel.
 - ii. Upon receiving such a request, the Contractor shall deliver access to the requested individuals within 3 business days of that request. The Contractor shall report any failure to meet this deadline to the COR within 24 hours, the corresponding reasons, and necessary steps for resolution.
 - iii. The Contractor shall track requests for access and the number of business days elapsed prior to resolution of those requests.

3.6 Helpdesk Services and Training Materials

- a. The Contractor shall provide helpdesk services by which State personnel can ask questions, report issues, and receive answers to questions and notification of resolution reported issues.
- b. The Contractor's helpdesk services shall provide initial responses via email or telephone within two business days after the issue is reported or question asked.
- c. The Contractor shall track questions and issues reported to the helpdesk service for each calendar month, including initial response times in hours and the number of business days elapsed prior to resolution. The nature of the incident and/or question should be captured to include any dependencies beyond Contractor's control that would require FNS COR's attention and potential involvement.
- d. The Contractor shall provide State and USDA-FNS personnel with basic training videos and written materials, delivered electronically (not paper-based), that teach how to do the following:
 - i. Submit a query for a current match or look-back match.
 - ii. Interpret current match and look-back matches.
 - iii. Obtain technical assistance and support from the helpdesk.
- e. All training materials shall be 508 compliant.
- f. The Contractor shall update and redistribute the above-described training videos and written materials as needed based on system or process changes.

3.7 Tracking of Queries and Matches

The Contractor shall track the following data elements on queries and matches over the lifecycle of the contract on a monthly, quarterly, and annual basis.

- a. The overall number of queries submitted for current matches and look-back matches, respectively, by each State and the local offices therein as defined by the State.
- b. The number of instances in which each State and the local offices therein as defined by the State queried the same SSN for a current match multiple times, excluding any instances in which the State queried the same SSN for a current match multiple times within a single 24-hour period.
- c. The overall number of current matches and look-back matches, respectively, provided to each State and the local offices therein as defined by the State.
- d. The overall number of queries submitted for current matches and look-back matches, respectively, by USDA-FNS personnel.
- e. The overall number of current matches and look-back matches, respectively, provided to USDA-FNS personnel.
- f. Individual State and USDA-FNS personnel activity in terms of queries submitted, matches viewed, and the respective dates and times.

3.8 Compatibility with Government Applications Software

The Contractor shall provide deliverables in a format that is compatible with the government office applications software.

3.9 Data Security and Protection of Personally Identifiable Information (PII)

As per the Privacy Act of 1974, work performed under this requirement may require contractor personnel to have access to Personally Identifiable Information (PII), as defined in OMB memorandum M-07-1616 and as further governed by the Privacy Act, Title 5 of the United States Code (U.S.C.), Section 552a and other applicable law. Contractor personnel shall adhere to all applicable agency rules, regulations, and policies governing the use and safeguarding of PII, including SNAP regulations at [7 CFR 272.1\(c\)](#).

3.10 Project Management

The Contractor shall provide project support services throughout the life of the contract. Specific requirements and deliverables will be determined at the task order level; however, FNS anticipates that most task orders will include, but not be limited to, the following project management requirements:

- a. Schedule an Orientation Meeting within 2 weeks after the date of the award and provide a draft agenda to the designated government personnel three business days prior to the meeting. The purpose of this meeting is to refine expectations for the project, discuss and address potential challenges and concerns, and review the schedule of deliverables. Within 1 week after the orientation meeting, the contractor shall submit a summary of the Orientation Meeting Notes to the COR and/or other designated government personnel. The Orientation Meeting Notes shall summarize the meeting, including an elaboration of project objectives, decisions reached, and identification of any outstanding issues, responsible parties, and options for resolving issues. Examples of specific topics to be addressed at this meeting shall include, but not be limited to:
 - i. Mutual understanding of project objectives, requirements, and deliverables;
 - ii. Contract schedule, including milestones and dates for submission of deliverables, and required timeframes;
 - iii. Formats for reporting data collection and general project progress;
 - iv. Protocols for all communications between the COR, designated FNS personnel, and designated State personnel;
- b. Coordinate multiple concurrent and/or sequential work projects.
- c. Prepare comprehensive project reports and correspondence based on information gathered from different project related sources, e.g., the TPID.
- d. Monitor overall project status, conduct project coordination. This would include, but not be limited to: maintaining project schedules; identifying project task scheduling conflicts and notifying responsible parties regarding the conflicts; making arrangements for technical status updates and working group meetings;

preparing presentations, presentation materials, agendas, and providing meeting minutes or summaries after each meeting to the COR.

- e. Prepare draft presentations in support of project related management briefings for government's review and approval, if needed.

3.11 Program Management

In addition to Project Management services provided at the Task Order level, the Contractor shall provide program management services that represents an overall status of all tasks awarded under the contract. Similar to the tasks identified in Section 3.10 above, these services may include but not be limited to: planning, coordinating with States, conducting financial analyses, scheduling, monitoring performance, and reviewing program execution actions in support of this requirement.

4.0 Deliverables / Schedule

The Contractor shall submit PWS Deliverables as required at the Task Order level. All PWS Deliverables will be accepted or rejected in writing by the FNS COR. The table below lists and describes the PWS Deliverables that USDA-FNS anticipates will be included in the task orders on this contract. However, specific deliverables will be determined at the Task Order level. For calendar days that fall on weekends or federal holidays, the deliverable shall be due the next business day.

No.	Deliverable	Description	Frequency	Related PWS Technical Requirement(s)	Delivery Format	Due By
4.1	Agenda for Orientation Meeting	See PWS Requirement 3.10.a.	One time	3.10	Electronic	At least 3 business days prior to Orientation Meeting.
4.2	Orientation Meeting	See PWS Requirement 3.10.a.	One time	3.10 and 3.11	MS TEAMS or Webex	Within 2 weeks after the date of the contract award.
4.3	Summary of Orientation Meeting	See PWS Requirement 3.10.a.	One time	3.10 and 3.11	Electronic	Within 1 week after the Orientation Meeting.
4.5	Query Process and Helpdesk	The Contractor shall provide a process for query submission and data delivery that meets the specifications of PWS Technical Requirement 3.1, and a helpdesk per PWS technical requirement 3.6.	One time	3.1 and 3.6	Demonstration for COR and designated USDA-FNS personnel, including a walkthrough of the actual process and MS PowerPoint slides documenting functionality and process.	To be determined at Task Order Level
4.6	Training Materials	The Contractor shall provide all training materials per PWS technical requirement 3.6.	One time	3.6	Electronic (MS Word and PDF formats)	To be determined at Task Order Level
4.7	Monthly Progress Reports	The Contractor shall prepare and provide status and progress reports on each active task order and a cumulative report of all Orders issued since the date of contract award. The report shall include: a narrative and quantitative description of what was accomplished during the reporting period; total price and staffing data by labor category (if applicable), cumulative cost data (if applicable); and, an overview of activities planned for the following reporting period. The report shall also identify technical and contractual issues encountered or anticipated that may impact the price, scope, or schedule and proposed steps for resolving them.	Monthly	PWS Technical Requirements 3.1 through 3.11	MS Word and Excel documents, as appropriate, submitted electronically to COR.	Specific day to be determined.*

No.	Deliverable	Description	Frequency	Related PWS Technical Requirement(s)	Delivery Format	Due By
4.8	Access for Additional State Personnel Report	The Contractor shall provide a report that tracks State-by-State requests for access to the query process and the number of business days elapsed prior to resolution of those requests for each calendar month.	Monthly	3.5.b	Excel documents or another electronic format agreed to with the COR, submitted to COR and designated State Points of Contact (as approved by COR).	Specific day to be determined.*
4.9	Query Process and Helpdesk Reports	The Contractor shall prepare and provide a report on: a) incidents of unavailability of the query process, including the respective causes and durations of periods of unavailability in minutes or hours; and b) questions and issues reported to the helpdesk, including initial response times in hours and the number of business days elapsed prior to resolution.	Monthly	3.1.l and 3.6.c	MS Word and Excel documents, as appropriate, submitted electronically to COR and designated State Points of Contact (as approved by COR.)	Specific day to be determined.*
4.10	Query and Match Report for Participant States	The Contractor shall produce individualized reports for States, limited to data elements a, b, c, and f of PWS Requirement 3.7 for the State, representative of each preceding quarter to designated State personnel for each participating State.	Quarterly	3.7	MS Excel or other electronic format agreed to with the COR, submitted to COR and designated State Points of Contact (as approved by COR.)	Specific day to be determined.*
4.11	Query and Match Report for USDA-FNS	The Contractor shall produce a report of all data elements listed in PWS Requirement 3.7 (a, b, c, d, e, and f) for all States and all FNS personnel representative of each preceding quarter.	Quarterly	3.4 and 3.7	MS Excel or other electronic format agreed to with the COR	Specific day to be determined.*
4.12	In-Progress Meetings (IPMs)	The Contractor shall participate in IPMs quarterly or as required. IPMs are formal reviews during which the status of all task orders is discussed. At each IPM, the Contractor shall address each active order, including a summary of the progress during the previous period and an overview of activities planned for the next period. In addition, the Contractor shall address problems and issues encountered or	Quarterly or as required.	PWS Technical Requirements 3.1 through 3.11.	MS TEAMS or Webex, with meeting minutes provided to COR electronically in MS Word within 2 business days following each IPM	Specific day to be determined.*

No.	Deliverable	Description	Frequency	Related PWS Technical Requirement(s)	Delivery Format	Due By
		anticipated which may impact performance in terms of price, scope, or schedule. The Contractor shall prepare meeting minutes of each IPM for the government’s review and concurrence. At the discretion of the government more frequent informal meetings may be required.				
4.13	Contractor Personnel and Expenditure Report	The Contractor shall prepare a comprehensive personnel and expenditure report. The report shall include: Task order number, States being supported/impacted, and total amount of funds invoiced (detailed by labor, materials, Other Direct Cost, if applicable).	Quarterly	PWS Technical Requirements 3.1 through 3.11.	MS Word and Excel, as appropriate, submitted electronically to COR and designated State Points of Contact (as approved by COR.)	Specific day to be determined.*
4.15	Modifications to query functionality	The Contractor shall make modifications to query functionality, for example to adjust the frequency of queries based on a single SSN.	As required, at the task order level.	PWS Technical Requirement 3.1.	Modification to query functionality.	Specific day to be determined.*
4.16	Memorandums of Understanding (MOUs)	The Contractor shall draft and coordinate the establishment of MOUs between FNS and individual States concerning their participation in the SNAP Earnings Verification Service.	As required, at the task order level.	PWS Technical Requirement 3.5.a.	MS Word and Excel, as appropriate, submitted electronically to COR and designated State Points of Contact (as approved by COR.)	Specific day to be determined.*

*Specific monthly and quarterly report due dates to be discussed and determined with the Contractor after award during Orientation Meeting (PWS Deliverable 4.1).

5.0 Government Furnished Property

Government Furnished Property (GFP), which includes Government Furnished Material (GFM), Government Furnished Information (GFI), and Government Furnished Equipment (GFE), may be provided to the contractor under this contract. The Contractor shall submit requests for GFP to the COR in writing with at least 20 working days (4 weeks) advance notice.

6.0 Travel

Not applicable. FNS does not anticipate any travel needs for this requirement.

7.0 Contractor's Key Personnel

7.1 General Personnel Requirements

The Contractor(s) shall ensure that the professional and technical personnel have sufficient qualifications to perform work as required by the Government, and that those qualifications are maintained during this requirement's performance. The Contractor(s) shall be responsible for approving individual resumes and qualifications. It shall be the sole responsibility of the Contractor(s) to staff their team(s) properly and abide by the applicable guidelines.

7.2 Minimum Qualifications for Key Personnel

Minimum Qualifications for two Key Personnel are as follows:

1. Project Manager:

- a. Five or more years of project management experience on federal projects and/or programs.
- b. Senior-level FAC-P/PM certified or certified in industry standard project management platforms (e.g., PMP, PMBOK, etc.)
- c. Familiarity with SNAP policy or commitment of time and energy to understand relevant fundamentals of SNAP policy.
- d. Experience managing projects involving the delivery of data matching or verification services to public or private sector entities.
- e. Experience establishing and monitoring project budgets, overseeing quality control and adherence to project schedules.
- f. Strong verbal and written communication skills.
- g. Demonstrated competency in requirements development management process, testing and evaluation, reporting program results, strategic planning, and business financial management.

2. Program Manager:

- a. Five or more years of project management experience on federal projects and/or programs.
- b. Senior-level FAC-P/PM certified or certified in industry standard project management platforms (e.g., PMP, PMBOK, etc.)
- c. Familiarity with SNAP policy or commitment of time and energy to understand relevant fundamentals of SNAP policy.
- d. Ability to establish and monitor project budgets, oversee quality control, and adherence to project schedules.
- e. Strong verbal and written communication skills.
- f. Demonstrated competency in requirements development management process, testing and evaluation, reporting program results, strategic planning, and business financial management.

8.0 Security Requirements

The contract provision set forth below covers the basic security standards for Sensitive-But-Unclassified (SBU) work.

- General
 - The Government anticipates that the work to be performed under this requirement may involve access to SBU materials and non-sensitive materials. SBU materials may include but are not limited to: computer systems and information, Privacy Act protected information, and FNS proprietary information. Duplication or disclosure of the data and other information to which the Contractor may have access as a result of this contract is prohibited by Public Law.
 - In general, services performed by Contractor's personnel may fall within three (3) "risk" categories as described below:
 - High Risk (MBI): Contract personnel with network administrative rights.
 - Moderate Risk (NACI): All other contract personnel with access to SBU FNS data or information.
 - Low Risk (Fingerprint): Contract personnel performing less than 180 days.
- Types and Number of Background Investigations Required
 - Work performed under the contract may fall within one or more of the risk categories defined in paragraph (a)(2) above. As a result, the Contractor's personnel shall undergo a background investigation. The type of background investigation required will be commensurate with the risk factor associated with the duties of each position and the type of access required. Prior to award of the contract, the Contracting Officer's Representative (COR) will determine the exact number and types of background investigations that may be required for all Contractor positions.
 - The Contractor will not be permitted to commence performance under the contract until a sufficient number of its personnel, as determined by the COR, have received requisite background investigations. A "Background Investigation Request" form (FNS-775) shall be completed by the COR and submitted to the responsible security team for processing.
 - During this requirement's performance, the Contractor shall ensure that no Contractor or sub-Contractor employee commences performance hereunder prior to receipt of authorization from the Contracting Officer or COR.
- Background Investigations Requirements
 - The minimum investigative requirements are as follows:
 - High Risk Positions: The background investigation shall be an MBI (Minimum Background Investigation). The MBI includes a NACIC, a face-to-face personal interview between the investigator and the subject, and telephone inquiries to selected employers.
 - Moderate Risk Positions: The background investigation shall be a NACI (National Agency Check and Inquiries). The NACI consists of a NAC, written inquiries and record searches covering specific areas of a subject's background during the past 5 years.
 - Low Risk Positions: The background investigation shall be a Federal Bureau of Investigation Name and Fingerprint check.
- Separation/Termination of Contractor Employees/Completion of Contract
 - At the completion of the contract or separation/termination of any Contractor employee, a "Government Contractor Separation Checklist" (FNS-774) shall be completed and signed by the COR and Contracting Officer.
- USDA-FNS Computer System Access
 - To perform this requirement the Contractor may require computer access to FNS and States' systems. As necessary, the Contractor shall notify the COR in writing when a Contractor's employee requires any type of computer access. The COR shall provide form FNS-674, Computer System

Access Request, to the Contractor. The Contractor shall complete the form, and return to the COR for further processing. The Contractor shall notify FNS when computer system access for employees can be or should be terminated. Written notification to terminate computer access shall be provided by the Contractor to the COR immediately upon termination of any Contractor employee removed from the resultant contract or when access is no longer required. Immediately upon completion of the resultant contract the Contractor shall provide a complete listing of all Contractor employees given access to FNS computer systems with a statement that computer access shall be terminated and complete a "Government Contractor Separation Checklist" for each Contractor's employee. All notifications shall be provided to the COR with a copy furnished to the FNS Security office listed below:

Office of Information Technology
Information Security Office
1320 Braddock Place
Alexandria, VA 22314, (703) 305-2242

Additionally, ALL new contract employees accessing USDA-FNS systems and/or sensitive data are required to complete Security Training prior to obtaining computer and sensitive data access. This training shall be coordinated with the COR.

9.0 Data Rights

The government will retain unlimited, limited, or restricted rights to resulting documentation, information and products, as applicable. Additionally, the appropriate data and data rights clauses and provisions will be included in the solicitation and resulting contract.

10.0 Section 508 - Electronic and Information Technology Standards

IT Accessibility Requirements

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities.

Products, platforms and services delivered as part of this work statement that are ICT, or contain ICT, must conform to the Revised 508 Standards, which are located at 36 C.F.R. § 1194.1 & Apps. A, C & D, and available at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>

Item that contains ICT: Data services or information retrieval systems

Applicable Functional Performance Criteria:

All functional performance criteria apply when using an alternative design or technology that achieves substantially equivalent or greater accessibility and usability by individuals with disabilities, than would be provided by conformance to one or more of the requirements in Chapters 4-6 of the Revised 508 Standards, or when Chapters 4-6 do not address one or more functions of ICT.

[301.1 Scope](#) - The requirements of Chapter 3 shall apply to ICT where required by 508 Chapter 2 (Scoping Requirements), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.

[302.1 Without Vision](#) - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.

[302.2 With Limited Vision](#) - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.

[302.3 Without Perception of Color](#) - Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.

[302.4 Without Hearing](#) - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.

[302.5 With Limited Hearing](#) - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.

[302.6 Without Speech](#) - Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.

[302.7 With Limited Manipulation](#) - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.

[302.8 With Limited Reach and Strength](#) - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.

[302.9 With Limited Language, Cognitive, and Learning Abilities](#) - ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.

Applicable requirements for software features and components:

All WCAG Level AA Success Criteria, 502 Interoperability with Assistive Technology, 503 Application

[E207.1 General](#) -

Where components of ICT are software and transmit information or have a user interface, such components shall conform to E207 and the requirements in Chapter 5

[E207.2 WCAG Conformance](#) -

User interface components, as well as the content of platforms and applications, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).

[E207.2.1 Word Substitution](#) -

When Applying WCAG to Non-Web Software For non-Web software, wherever the term “Web page” or “page” appears in WCAG 2.0 Level A and AA Success Criteria and Conformance Requirements, the term “software” shall be substituted for the terms “Web page” and “page”. In addition, in Success Criterion in 1.4.2, the phrase “in software” shall be substituted for the phrase “on a Web page.”

[E207.3 Complete Process for Non-Web Software](#) -

Where non-Web software requires multiple steps to accomplish an activity, all software related to the activity to be accomplished shall conform to WCAG 2.0 as specified in E207.2.

Applicable requirements for hardware features and components: All requirements apply

Applicable support services and documentation: All requirements apply

Electronic Content Technical Criteria:

[E205.1 General](#) -Electronic content shall comply with E205.

[E205.2 Public Facing](#) -Electronic content that is public facing shall conform to the accessibility requirements specified in E205.4.

[602 Support Documentation](#)

[603 Support Services](#)

[302 Functional Performance Criteria](#)

Exceptions:

[E501.1 Scope](#) -

Where Web applications do not have access to platform accessibility services and do not include components that have access to platform accessibility services, they shall not be required to conform to 502 or 503 provided that they conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).

11.0 Performance Requirement Summary

Performance-based contracts include a Performance Requirements Summary (PRS) prepared by the Government that is specific to that Contract. It is the intent of the Government to maintain consistency in standards and associated schedules for the same or similar outcomes from across contracts and task orders. The PRS is not an exclusive remedy and inclusion of the PRS does not preclude the Government from using any other remedy available by law or contract terms, including reductions in payment in accordance with any clause for inspection of services. The Government shall monitor quality assurance in accordance with the PRS below and the Quality Assurance Surveillance Plan (QASP). Performance Requirements will be further defined at the Task Order level.

Performance Measure	Performance Standard	Applicable Requirements/Deliverables	Acceptable Quality Level
Quality of Products and Services	All deliverables: - Are complete and accurate per PWS Technical Requirements and Deliverables, - Reflect USDA-FNS guidance and feedback on prior drafts, - Are written in plain English with proper grammar and punctuation and formatted to promote clarity and reading comprehension, - Reflect knowledge and understanding of FNS Supplemental Nutrition Assistance Program, and - Are provided in a format compatible with Government office applications software. Services provided meet all technical specifications outlined in Section 3.0 of the PWS.	All deliverables described in Section 4.0 of the PWS and specified in the approved schedule of deliverables. All services described in Section 3.0 of the PWS.	No more than 1 revision needed after receipt.
Scope and Quantity of Data	Throughout the duration of this requirement, the Contractor's TPID shall maintain current match data, as defined in PWS section 2.0, in each respective State in which the Contractor provides the SNAP Earnings Verification Service, to the extent that the percentage of current matches provided in response to queries submitted may in no case decrease more than 10 percent nationwide.	Technical Requirement 3.4	90% of the coverage level provided at contract award
Schedule/Timeliness	All deliverables are submitted in accordance with the schedule, unless otherwise approved by the Government in advance of the due date. All services meet timelines outlined in Section 3.0, Technical Requirements, including: - The COR and other designated personnel are notified of unexpected query process downtimes within 24 hours (Technical Requirement 3.1) - Initial access to the query process for State agency personnel is provided within 5 business days of receipt of all necessary information from the State POC (Technical Requirement 3.5a) - Access to the query process for additional State personnel and USDA-FNS Personnel is provided within 3 business days (Technical Requirement 3.5b and 3.5c) - The COR is notified of any delays in providing access within 24 hours of the missed deadline (Technical Requirement 3.5) - Users receive substantive responses to help desk inquiries within 2 business days (Technical Requirement 3.6)	All deliverables described in Section 4.0 of the PWS and specified in the approved schedule of deliverables. All services described in Section 3.0 of the PWS.	100% of deliverables are submitted in accordance with the schedule, unless otherwise approved by the Government. Services meet specified timelines 95% of the time.
Management	Contractor staff, including any subcontractors: - Are professional and respectful of all parties, - Arrive to scheduled meetings on time,	All deliverables described in Section 4.0 of the PWS and specified in the	No more than 2 validated complaints from State or FNS personnel per quarter

Performance Measure	Performance Standard	Applicable Requirements/Deliverables	Acceptable Quality Level
	• Include appropriate participants in meetings to cover the specified topics, provide necessary information, and facilitate decision making, • Are available for ad-hoc meetings as necessary for contractual and other requirement-related concerns, • Identify issues and propose comprehensive solutions timely, and • Communicate effectively and efficiently with USDA-FNS, State POCs, and all other stakeholders.	approved schedule of deliverables. All services described in Section 3.0 of the PWS.	
Availability of Query Process	The query process described in PWS Requirement 3.1 is operational, available, and accessible having an overall availability of at least 99.0% each month, excluding pre-scheduled maintenance and critical non-scheduled emergency repairs.	Technical Requirement 3.1	99.0%

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1112530		PAGE OF 1 23	
2. CONTRACT NO. 12319823D0003		3. AWARD/ EFFECTIVE DATE SEE BLOCK 31C		4. ORDER NUMBER 12319823F0070		5. SOLICITATION NUMBER	
						6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME IAN LIPSCOMB		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY FNS-HQ-MGMT-CMD 1320 Braddock Place Room 208 Alexandria VA 22314				10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) 561450 ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ 8(A) SIZE STANDARD: \$41			
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION ☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO FNS-HQ-SNP 1320 BRADDOCK Place ALEXANDRIA VA 22314		CODE FNS-HQ-SNP		16. ADMINISTERED BY FNS-HQ-MGMT-CMD 1320 Braddock Road Room 208 ALEXANDRIA VA 22314		CODE FNS-HQ-MGMT-CMD	
17a. CONTRACTOR/ OFFEROR EXPERIAN INFORMATION SOLUTIONS, INC. 475 ANTON BLVD COSTA MESA CA 92626-7036		CODE 1100024059# FACILITY CODE		18a. PAYMENT WILL BE MADE BY Invoice Processing Platform (IPP) All invoices must be submitted electronically through the Invoice Processing Platform (IPP) via www.ipp.gov		CODE IPP	
TELEPHONE NO.							
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 008642530 The purpose of this Task Order is to procure SNAP Income Verification Services under IDIQ 12319823D0003. This Task Order is fully funded in the amount of \$738,654.81 The Period of Performance of this Task Order is September 30, 2023 to September 29, 2024. (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Government Use Only) \$738,654.81	
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						☐ ARE ☐ ARE NOT ATTACHED.	
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						☐ ARE ☒ ARE NOT ATTACHED.	
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SPECIFIED OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				☐ 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 6E15F43697B34CA				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print) Mike Hodge Government Contracts Counsel		30c. DATE SIGNED Sep 28, 2023		31b. NAME OF CONTRACTING OFFICER (Type or print) CHASE A LUCAS		31c. DATE SIGNED 1:33 PM PDT	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	The contractor shall perform all services in accordance with the attached Performance Work Statement (PWS). All terms, clauses and conditions flow down from IDIQ Contract 12319823D0003 and they are in full force and effect. Delivery: 09/28/2023 Accounting Info: FMMI Account: FN00.304213810 BOC: 2540 Period of Performance: 09/30/2023 to 09/29/2024 Firm Fixed Price (FFP) SNAP Income Verification Services The total amount of award: \$738,654.81. The obligation for this award is shown in box 26.				738,654.81

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED

☐ INSPECTED

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

☐ COMPLETE

☐ PARTIAL

☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

US Department of Agriculture (USDA)



Performance Work Statement for

The Supplemental Nutrition Assistance Program Earnings Verification Service

September 22, 2023

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Project Title

The Supplemental Nutrition Assistance Program Earnings Verification Service

General Information**1.0 Background and Purpose****1.1 Program and Policy Background:**

The Supplemental Nutrition Assistance Program (SNAP, formerly the Food Stamp Program) is the Nation's largest domestic food and nutrition assistance program and a critical part of the Nation's safety net. Households that apply for and are found eligible to participate in SNAP receive a benefit amount via an Electronic Benefits Transfer card that can be used to purchase food in authorized retail food stores. In Fiscal Year 2022, SNAP helped an average of more than 41 million low-income people in the United States afford a nutritionally adequate diet each month. The Food and Nutrition Act of 2008 (the Act) is the Federal law that governs SNAP. As required by section 11(a) of the Act, participating State SNAP agencies (hereafter also referred to as "States" or "the State") are responsible for directly administering the program while the U.S. Department of Agriculture Food and Nutrition Service (USDA-FNS) conducts oversight, provides technical assistance, and administers federal funding. There are currently 53 State SNAP agencies (which include all 50 States, the District of Columbia, Guam, and the U.S. Virgin Islands.) USDA-FNS strives to apply data-driven strategies to improve program operations, access, and integrity on behalf of the American public.

Section 11(e)(2)(B) of the Act requires that States develop an application form and process for households to apply to participate in the program, and in doing so to declare their income and other household circumstances that are required by the Act for purposes of determining eligibility and benefit amounts. In turn, section 11(e)(3) of the Act requires States to obtain verification, with cooperation from the household, of the household's declared income and certain other circumstances prior to approving an eligible household for benefits. Though not explicitly required by the Act, SNAP rules at 7 CFR 273.2(e) also require States to interview a responsible member of the household to review the information declared by the household on the application form and to explore and resolve with the household unclear or incomplete information. The Act requires States to consider an application to be filed if the household has submitted it with a name, address, and signature, even if other questions on the application are left blank, in which case States use the interview to complete the application with the household. This process is required at initial application, when the State determines eligibility, calculates monthly benefit amounts, and sets a period of eligibility (the certification period) of typically 6 to 12 months for eligible households. The Act requires States to complete the process to determine eligibility and benefit amounts within 30 days of the date the household filed its application form, and within 7 days for households in immediate need. The Act also generally requires States to verify and determine income for the household if the household applies to recertify for SNAP at the end of its certification period, with the exception that States are not required to interview households certified for fewer than 12 months more frequently than once every 12 months. In addition, if a change in the household's earned income occurs during its certification period, States may be required to obtain verification of earned income during the certification period to determine the household's ongoing eligibility and monthly benefit amounts.

States have traditionally met the requirement to verify household statements about earned income by obtaining pay stubs or other documentation from the employer. Federal rules require States to inform the household of verification requirements, then the household generally has primary responsibility for obtaining documentation and providing it to the State. In many cases, the State and household identify new circumstances and information that must be verified during the interview. For example, during the interview with the household the State sometimes identifies new earned income sources that the household did not declare on the application form. While SNAP rules require that the State provide the household at least 10 days to provide the required verification within the 30-day application processing period, completing this process delays the eligibility determination and may be challenging. On the part of the household, it generally requires them to request and obtain new documentation from employers and to deliver it to their local office in-person, by mail, or electronically when that option is available. On the part of the State, it generally requires them to quickly review and process the new documentation provided by applicants. In some cases, the State may contact the household's employer(s) directly in order to assist the household with obtaining the necessary documentation to verify its earned income, which is time consuming and sometimes

unsuccessful. Also, as more employers contract with a third-party entity to manage aspects of their payroll process and data, they are increasingly unable to provide the requested documentation when contacted directly by the State. As a result of these inherent challenges to the verification process, lack of verification is a leading cause of procedurally based denials of SNAP applications and delays in providing benefits to eligible households for many States.

1.2 Project Purpose:

USDA-FNS seeks a nationwide verification support service, to be referred to as the SNAP Earnings Verification Service, for all State agencies that administer SNAP¹ and a select group of USDA-FNS personnel. The service must provide States and USDA-FNS with the ability to verify the employment status and earnings of SNAP applicants and participants. The Contractor shall respond to individual queries from across the nation with SNAP-appropriate verification data, including the current month and preceding two months of earned income data and additional months as requested. The Contractor shall also have the capacity to respond to queries in real time (within seconds) with the payroll data (a match) or to indicate lack of data, among other requirements. The service will primarily be used to determine SNAP eligibility and benefit amounts, and to a lesser extent for conducting SNAP Quality Control reviews (these are quality control reviews to determine SNAP payment error rates required of State SNAP agencies per Federal requirements, not to be confused with Contactor responsibilities that may be characterized with the same term in other contexts) and SNAP claims calculations.

1.3 Scope and Objectives:

The scope and primary objectives of the SNAP Earnings Verification Service are as follows:

- a. Provide a standardized, secure, and user-friendly process by which State and USDA-FNS SNAP personnel may verify SNAP applicant and participant declarations about their earned income amounts instantaneously or within seconds using employer-reported, actual payroll data delivered from a robust third-party income database (TPID).
- b. Expand participation to individual States or groups of States with the ultimate goal of reaching full participation among all States.
- c. Provide participant States and USDA-FNS SNAP personnel with training and technical assistance.
- d. Provide States with ongoing technical support via a helpdesk.
- e. Provide USDA-FNS and States with quantitative data on the efficacy of the service, for example the frequency by which the TPID provides data that is usable for purposes of verifying earned income for SNAP at the national, state, and substate levels.

¹ Currently, all 50 States, the District of Columbia, Guam, and the U.S. Virgin Islands administer SNAP. In the event that the jurisdictions that compose those 53 State SNAP agencies change or increase, FNS will address as needed at the task-order level.

2.0 Definitions

Term	Abbreviation or Acronym	Definition
Current match	Not applicable	In response to a query, TPID data that includes, at a minimum, the following information reported directly from the employer: i. Employee name and SSN; ii. Employer name and address; iii. Employment status; iv. All available, but at least one, paycheck(s), earnings statement(s), or other documentation of payment(s) from the employer to the employee issued within the same calendar month in which the query has been submitted or within the immediately preceding two calendar months. Data that falls outside this period is not considered a match.
Contractor Performance Assessment Reporting System	CPARS	An online web application that is used to collect, manage and review Contractor Performance Assessment Reports.
Contracting Officer's Representative	COR	The Federal employee responsible for the technical monitoring or administration of a contract.
Firm Fixed Price	FFP	A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.
Food and Nutrition Act of 2008	The Act	The Federal law that governs SNAP.
Helpdesk	Not applicable	A department or team that provides technical assistance to State and Federal personnel regarding usage of The National Earned Income Verification Support Service for SNAP upon request.
Look-back match	Not applicable	In response to a query, TPID data that includes, at a minimum, the following information reported directly from the employer: i. Employee name and SSN; ii. Employer name and address; iii. Employment status; iv. All available, but at least one, paycheck(s), earnings statement(s), or other documentation of payment(s) from the employer to the employee issued within the same calendar month in which the query has been submitted or within the immediately preceding 24 calendar months. Data that falls outside of this period is not considered a match.
Personally Identifiable Information	PII	Any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.
Supplemental Nutrition Assistance Program	SNAP	The Supplemental Nutrition Assistance Program, formerly called the Food Stamp Program. State SNAP agencies, which including all 50 States, the District of Columbia, Guam, and the US Virgin Islands, directly administer SNAP for their residents. USDA-FNS oversees the administration of SNAP at the Federal level.

Term	Abbreviation or Acronym	Definition
Social Security Number	SSN	A unique numerical identifier assigned by the Social Security Administration to U.S. citizens and other residents used for tracking income, benefits, and other purposes.
Query	Not applicable	A request submitted to the Contractor for a current match or a look-back match. A query is submitted based on an individual Social Security Number.
Third-party income database	TPID	A database containing employer-provided payroll records that is not State or Federally compiled or managed.

Contractor Requirements

3.0 Technical Requirements

Specific deliverables shall be determined at the Task Order level; however, the following describes the overarching requirements applicable to most anticipated Task Orders.

3.1 Query Process

- a. The Contractor shall provide a standardized, secure, and user-friendly process by which authorized State and USDA-FNS personnel can submit queries, using only an individual's full name, SSN, and age as identifiers, in an attempt to obtain either a current match or a look-back match for the individual from the TPID. This process is hereafter referred to as the query process and further defined in this section.
- b. The query process allows authorized State and USDA-FNS personnel to choose between submitting a query for either a current match or a look-back match, as defined in PWS Section 2.0 and PWS Requirement 3.2, prior to submitting a query for one or the other.
- c. The query process includes, after a query is submitted, the delivery of a response communicating whether the requested match (either a current match or a look-back match) that corresponds with the submitted SSN is available in the TPID and offer a means for viewing the requested data, if available. The query process must complete this exchange instantaneously or within seconds of the query submission.
- d. The query process will only respond to the query submitted. For example, if a query for a current match is submitted, the query process will only provide response as to whether a current match is available and it will be silent with regard to whether a look-back match is available, and vice-versa.
- e. As part of the query process, when a requested match is available and viewed, State and USDA-FNS personnel have the ability to query and view that same match data again for a 24-hour period. During that 24-hour time period that transaction will be considered a single query and match (not counted separately as multiple queries and matches).
- f. Unless otherwise agreed to with FNS, the query process and functionality must limit individual States' ability to query the same SSN for a current match to twice in any 12-month period, with the exception of the scenario described above in PWS Requirement 3.1.e (which shall be allowed and considered a single query and match.)
- g. Unless otherwise agreed to with FNS, the query process and functionality must limit individual States' ability to query the same SSN for a look-back match to once in any 12-month period, with the exception of the scenario described above in PWS Requirement 3.1.e (which shall be allowed and considered a single query and match.)
- h. As part of the query process, when a match is available and viewed, State and USDA-FNS personnel have the ability to print the match data on a local printer and to download the information into an Adobe PDF document.
- i. As part of the query process, the Contractor shall track and maintain records of individual State and USDA-FNS personnel activity in terms of queries submitted, matches viewed, and the date and time to address potential auditing needs. The Contractor shall also track the data elements described subsequently in PWS Requirement 3.7.
- j. The query process is available to authorized State and USDA-FNS personnel 24 hours a day, 7 days a week.

- k. In the event that the query process described in this section is temporarily unavailable, the Contractor shall notify the COR and other designated State and USDA-FNS government representatives within 12 hours. The Contractor shall provide an alternative process by which authorized State personnel can query for data.
- l. The Contractor shall track incidents of unavailability of the query process, including the respective causes and durations of periods of unavailability in minutes or hours, for each calendar month.

3.2 Required Content of Matches

USDA-FNS requires that the TPID provide specific, actual employment and income data reported directly from the employer². Moreover, in the vast majority of verification actions, SNAP rules and operations require that the data be recent; older data is generally unusable and therefore unnecessary. In a small minority of verification actions, SNAP rules and operations require the data to cover a longer look-back period. Therefore, the two distinct matches that USDA-FNS requires the Contractor to provide are referred to as a “current match” or a “look-back match.” These two datasets are defined in preceding PWS Section 2.0.

3.3 Optional Additional Content of Matches

If the TPID contains certain information in addition to the required content of matches in PWS Requirement 3.2 for a given SSN queried, the Contractor shall provide that data along with what is minimally required for a current match or look-back match. That optional additional information includes any of the following: Date of birth, Employer contact information, Pay frequency, Hourly wage rate, and Hours worked per pay period.

3.4 Scope and Quantity of Data

Throughout the duration of this requirement, the Contractor’s TPID shall maintain current match data, as defined in preceding PWS section 2.0, in each respective State in which the Contractor provides the SNAP Earnings Verification Service. Reporting on variances that exceed 10% of the baseline will be included for each State. Reporting on variances that exceed 10% of the baseline will be included for each state. Variances will be reviewed with FNS but are not to be considered technical issues.

3.5 Access to Query Process

- a. Initial Access for State Personnel:
 - i. In the context of initially providing access to the query process described in PWS Requirement 3.1 on a State-by-State basis, the Contractor shall progressively provide access to individual States or groups of States as directed by the COR.
 - ii. Upon receipt of such a request to provide access to a State or groups of States, the Contractor shall engage directly with State points of contact designated by the COR.
 - iii. The Contractor may be required to draft and coordinate the establishment of memorandums of understanding (MOUs) related to the SNAP Earnings Verification Service between State agencies and FNS prior to providing State agency personnel with initial access.
 - iv. Based on information provided by the designated State points of contact to the Contractor, the Contractor shall provide initial access and the training materials described in PWS Requirement 3.6.d to State personnel (as identified by the State points of contact.), within 5 business days upon receipt of the necessary information provided by the State POC. The Contractor shall report any failure to meet this deadline to the appropriate State point of contact and the COR within 24 hours, the corresponding reasons, and necessary steps for resolution.

² This requirement is rooted in section 5(f)(2)(B) of the Food and Nutrition Act of 2008, which requires States to determine eligibility and benefit amounts for the first month of the SNAP certification period based on the household’s actual income and other relevant circumstances for the first month. While the future months of the certification period do involve an estimation of the income that can be reasonably anticipated to be received, States must use actual income received for the first month.

- v. Based on information provided by the designated State points of contact to the Contractor, the Contractor shall account for the tracking of queries and matches by local office as per PWS Technical Requirement 3.7.
 - vi. The Contractor shall maintain a reasonable degree of flexibility to accommodate and adjust for potential administrative differences across States.
 - vii. The Contractor shall track the number of business days elapsed prior to completion of this task for each State.
- b. Access for Additional State Personnel:
- i. After a State has obtained initial access as described in PWS Requirement 3.5.a, the Contractor shall provide a process by which State points of contact can request and obtain access to the query process for additional State personnel or groups of State personnel. The Contractor shall maintain a reasonable degree of flexibility to accommodate and adjust for potential administrative differences across States.
 - ii. Upon receiving such a request, the Contractor shall deliver access to the requested individuals within 3 business days of that request. The Contractor shall report any failure to meet this deadline to the appropriate State point of contact and the COR within 24 hours, the corresponding reasons, and necessary steps for resolution.
 - iii. The Contractor shall track requests for access and the number of business days elapsed prior to resolution of those requests.
- c. Access for USDA-FNS Personnel:
- i. The Contractor shall provide a process by which the COR can request and obtain access to the query process for USDA-FNS personnel or groups of USDA-FNS personnel.
 - ii. Upon receiving such a request, the Contractor shall deliver access to the requested individuals within 3 business days of that request. The Contractor shall report any failure to meet this deadline to the COR within 24 hours, the corresponding reasons, and necessary steps for resolution.
 - iii. The Contractor shall track requests for access and the number of business days elapsed prior to resolution of those requests.

3.6 Helpdesk Services and Training Materials

- a. The Contractor shall provide helpdesk services by which State personnel can ask questions, report issues, and receive answers to questions and notification of resolution reported issues.
- b. The Contractor's helpdesk services shall provide initial responses via email or telephone within two business days after the issue is reported or question asked.
- c. The Contractor shall track questions and issues reported to the helpdesk service for each calendar month, including initial response times in hours and the number of business days elapsed prior to resolution. The nature of the incident and/or question should be captured to include any dependencies beyond Contractor's control that would require FNS COR's attention and potential involvement.
- d. The Contractor shall provide State and USDA-FNS personnel with basic training videos and written materials, delivered electronically (not paper-based), that teach how to do the following:
 - i. Submit a query for a current match or look-back match.
 - ii. Interpret current match and look-back matches.
 - iii. Obtain technical assistance and support from the helpdesk.
- e. All training materials shall be 508 compliant.
- f. The Contractor shall update and redistribute the above-described training videos and written materials as needed based on system or process changes.

3.7 Tracking of Queries and Matches

The Contractor shall track the following data elements on queries and matches over the lifecycle of the contract on a monthly, quarterly, and annual basis.

- a. The overall number of queries submitted for current matches and look-back matches, respectively, by each State and the local offices therein as defined by the State.
- b. The number of instances in which each State and the local offices therein as defined by the State queried the same SSN for a current match multiple times, excluding any instances in which the State queried the same SSN for a current match multiple times within a single 24-hour period.
- c. The overall number of current matches and look-back matches, respectively, provided to each State and the local offices therein as defined by the State.
- d. The overall number of queries submitted for current matches and look-back matches, respectively, by USDA-FNS personnel.
- e. The overall number of current matches and look-back matches, respectively, provided to USDA-FNS personnel.
- f. Individual State and USDA-FNS personnel activity in terms of queries submitted, matches viewed, and the respective dates and times.

3.8 Compatibility with Government Applications Software

The Contractor shall provide deliverables in a format that is compatible with the government office applications software.

3.9 Data Security and Protection of Personally Identifiable Information (PII)

As per the Privacy Act of 1974, work performed under this requirement may require contractor personnel to have access to Personally Identifiable Information (PII), as defined in OMB memorandum M-07-1616 and as further governed by the Privacy Act, Title 5 of the United States Code (U.S.C.), Section 552a and other applicable law. Contractor personnel shall adhere to all applicable agency rules, regulations, and policies governing the use and safeguarding of PII, including SNAP regulations at 7 CFR 272.1(c).

3.10 Project Management

The Contractor shall provide project support services throughout the life of the contract. Specific requirements and deliverables will be determined at the task order level; however, FNS anticipates that most task orders will include, but not be limited to, the following project management requirements:

- a. Schedule an Orientation Meeting within 2 weeks after the date of the award and provide a draft agenda to the designated government personnel three business days prior to the meeting. The purpose of this meeting is to refine expectations for the project, discuss and address potential challenges and concerns, and review the schedule of deliverables. Within 1 week after the orientation meeting, the contractor shall submit a summary of the Orientation Meeting Notes to the COR and/or other designated government personnel. The Orientation Meeting Notes shall summarize the meeting, including an elaboration of project objectives, decisions reached, and identification of any outstanding issues, responsible parties, and options for resolving issues. Examples of specific topics to be addressed at this meeting shall include, but not be limited to:
 - i. Mutual understanding of project objectives, requirements, and deliverables;
 - ii. Contract schedule, including milestones and dates for submission of deliverables, and required timeframes;
 - iii. Formats for reporting data collection and general project progress;
 - iv. Protocols for all communications between the COR, designated FNS personnel, and designated State personnel;
- b. Coordinate multiple concurrent and/or sequential work projects.
- c. Prepare comprehensive project reports and correspondence based on information gathered from different project related sources, e.g., the TPID.
- d. Monitor overall project status, conduct project coordination. This would include, but not be limited to: maintaining project schedules; identifying project task scheduling conflicts and notifying responsible parties regarding the conflicts; making arrangements for technical status updates and working group meetings;

preparing presentations, presentation materials, agendas, and providing meeting minutes or summaries after each meeting to the COR.

- e. Prepare draft presentations in support of project related management briefings for government's review and approval, if needed.

3.11 Program Management

In addition to Project Management services provided at the Task Order level, the Contractor shall provide program management services that represents an overall status of all tasks awarded under the contract. Similar to the tasks identified in Section 3.10 above, these services may include but not be limited to: planning, coordinating with States, conducting financial analyses, scheduling, monitoring performance, and reviewing program execution actions in support of this requirement.

4.0 Deliverables / Schedule

The Contractor shall submit PWS Deliverables as required at the Task Order level. All PWS Deliverables will be accepted or rejected in writing by the FNS COR. The table below lists and describes the PWS Deliverables that USDA-FNS anticipates will be included in the task orders on this contract. However, specific deliverables will be determined at the Task Order level. For calendar days that fall on weekends or federal holidays, the deliverable shall be due the next business day.

No.	Deliverable	Description	Frequency	Related PWS Technical Requirement(s)	Delivery Format	Due By
4.1	Agenda for Orientation Meeting	See PWS Requirement 3.10.a.	One time	3.10	Electronic	At least 3 business days prior to Orientation Meeting.
4.2	Orientation Meeting	See PWS Requirement 3.10.a.	One time	3.10 and 3.11	MS TEAMS or Webex	Within 2 weeks after the date of the contract award.
4.3	Summary of Orientation Meeting	See PWS Requirement 3.10.a.	One time	3.10 and 3.11	Electronic	Within 1 week after the Orientation Meeting.
4.5	Query Process and Helpdesk	The Contractor shall provide a process for query submission and data delivery that meets the specifications of PWS Technical Requirement 3.1, and a helpdesk per PWS technical requirement 3.6.	One time	3.1 and 3.6	Demonstration for COR and designated USDA-FNS personnel, including a walkthrough of the actual process and MS PowerPoint slides documenting functionality and process.	To be determined at Task Order Level
4.6	Training Materials	The Contractor shall provide all training materials per PWS technical requirement 3.6.	One time	3.6	Electronic (MS Word and PDF formats)	To be determined at Task Order Level
4.7	Monthly Progress Reports	The Contractor shall prepare and provide status and progress reports on each active task order and a cumulative report of all Orders issued since the date of contract award. The report shall include: a narrative and quantitative description of what was accomplished during the reporting period; total price and staffing data by labor category (if applicable), cumulative cost data (if applicable); and, an overview of activities planned for the following reporting period. The report shall also identify technical and contractual issues encountered or anticipated that may impact the price, scope, or schedule and proposed steps for resolving them.	Monthly	PWS Technical Requirements 3.1 through 3.11	MS Word and Excel documents, as appropriate, submitted electronically to COR.	Specific day to be determined.*

No.	Deliverable	Description	Frequency	Related PWS Technical Requirement(s)	Delivery Format	Due By
4.8	Access for Additional State Personnel Report	The Contractor shall provide a report that tracks State-by-State requests for access to the query process and the number of business days elapsed prior to resolution of those requests for each calendar month.	Monthly	3.5.b	Excel documents or another electronic format agreed to with the COR, submitted to COR and designated State Points of Contact (as approved by COR).	Specific day to be determined.*
4.9	Query Process and Helpdesk Reports	The Contractor shall prepare and provide a report on: a) incidents of unavailability of the query process, including the respective causes and durations of periods of unavailability in minutes or hours; and b) questions and issues reported to the helpdesk, including initial response times in hours and the number of business days elapsed prior to resolution.	Monthly	3.1.l and 3.6.c	MS Word and Excel documents, as appropriate, submitted electronically to COR and designated State Points of Contact (as approved by COR.)	Specific day to be determined.*
4.10	Query and Match Report for Participant States	The Contractor shall produce individualized reports for States, limited to data elements a, b, c, and f of PWS Requirement 3.7 for the State, representative of each preceding quarter to designated State personnel for each participating State.	Quarterly	3.7	MS Excel or other electronic format agreed to with the COR, submitted to COR and designated State Points of Contact (as approved by COR.)	Specific day to be determined.*
4.11	Query and Match Report for USDA-FNS	The Contractor shall produce a report of all data elements listed in PWS Requirement 3.7 (a, b, c, d, e, and f) for all States and all FNS personnel representative of each preceding quarter.	Quarterly	3.4 and 3.7	MS Excel or other electronic format agreed to with the COR	Specific day to be determined.*
4.12	In-Progress Meetings (IPMs)	The Contractor shall participate in IPMs quarterly or as required. IPMs are formal reviews during which the status of all task orders is discussed. At each IPM, the Contractor shall address each active order, including a summary of the progress during the previous period and an overview of activities planned for the next period. In addition, the Contractor shall address problems and issues encountered or	Quarterly or as required.	PWS Technical Requirements 3.1 through 3.11.	MS TEAMS or Webex, with meeting minutes provided to COR electronically in MS Word within 2 business days following each IPM	Specific day to be determined.*

No.	Deliverable	Description	Frequency	Related PWS Technical Requirement(s)	Delivery Format	Due By
		anticipated which may impact performance in terms of price, scope, or schedule. The Contractor shall prepare meeting minutes of each IPM for the government's review and concurrence. At the discretion of the government more frequent informal meetings may be required.				
4.13	Contractor Personnel and Expenditure Report	The Contractor shall prepare a comprehensive personnel and expenditure report. The report shall include: Task order number, States being supported/impacted, and total amount of funds invoiced (detailed by labor, materials, Other Direct Cost, if applicable).	Quarterly	PWS Technical Requirements 3.1 through 3.11.	MS Word and Excel, as appropriate, submitted electronically to COR and designated State Points of Contact (as approved by COR.)	Specific day to be determined.*
4.15	Modifications to query functionality	The Contractor shall make modifications to query functionality, for example to adjust the frequency of queries based on a single SSN.	As required, at the task order level.	PWS Technical Requirement 3.1.	Modification to query functionality.	Specific day to be determined.*
4.16	Memorandums of Understanding (MOUs)	The Contractor shall draft and coordinate the establishment of MOUs between FNS and individual States concerning their participation in the SNAP Earnings Verification Service.	As required, at the task order level.	PWS Technical Requirement 3.5.a.	MS Word and Excel, as appropriate, submitted electronically to COR and designated State Points of Contact (as approved by COR.)	Specific day to be determined.*

*Specific monthly and quarterly report due dates to be discussed and determined with the Contractor after award during Orientation Meeting (PWS Deliverable 4.1).

5.0 Government Furnished Property

Government Furnished Property (GFP), which includes Government Furnished Material (GFM), Government Furnished Information (GFI), and Government Furnished Equipment (GFE), may be provided to the contractor under this contract. The Contractor shall submit requests for GFP to the COR in writing with at least 20 working days (4 weeks) advance notice.

6.0 Travel

Not applicable. FNS does not anticipate any travel needs for this requirement.

7.0 Contractor's Key Personnel

7.1 General Personnel Requirements

The Contractor(s) shall ensure that the professional and technical personnel have sufficient qualifications to perform work as required by the Government, and that those qualifications are maintained during this requirement's performance. The Contractor(s) shall be responsible for approving individual resumes and qualifications. It shall be the sole responsibility of the Contractor(s) to staff their team(s) properly and abide by the applicable guidelines.

7.2 Minimum Qualifications for Key Personnel

Minimum Qualifications for two Key Personnel are as follows:

1. Project Manager:

- a. Five or more years of project management experience on federal projects and/or programs.
- b. Senior-level FAC-P/PM certified or certified in industry standard project management platforms (e.g., PMP, PMBOK, etc.)
- c. Familiarity with SNAP policy or commitment of time and energy to understand relevant fundamentals of SNAP policy.
- d. Experience managing projects involving the delivery of data matching or verification services to public or private sector entities.
- e. Experience establishing and monitoring project budgets, overseeing quality control and adherence to project schedules.
- f. Strong verbal and written communication skills.
- g. Demonstrated competency in requirements development management process, testing and evaluation, reporting program results, strategic planning, and business financial management.

2. Program Manager:

- a. Five or more years of project management experience on federal projects and/or programs.
- b. Senior-level FAC-P/PM certified or certified in industry standard project management platforms (e.g., PMP, PMBOK, etc.)
- c. Familiarity with SNAP policy or commitment of time and energy to understand relevant fundamentals of SNAP policy.
- d. Ability to establish and monitor project budgets, oversee quality control, and adherence to project schedules.
- e. Strong verbal and written communication skills.
- f. Demonstrated competency in requirements development management process, testing and evaluation, reporting program results, strategic planning, and business financial management.

8.0 Security Requirements

The contract provision set forth below covers the basic security standards for Sensitive-But-Unclassified (SBU) work.

- General
 - The Government anticipates that the work to be performed under this requirement may involve access to SBU materials and non-sensitive materials. SBU materials may include but are not limited to: computer systems and information, Privacy Act protected information, and FNS proprietary information. Duplication or disclosure of the data and other information to which the Contractor may have access as a result of this contract is prohibited by Public Law.
 - In general, services performed by Contractor's personnel may fall within three (3) "risk" categories as described below:
 - High Risk (MBI): Contract personnel with network administrative rights.
 - Moderate Risk (NACI): All other contract personnel with access to SBU FNS data or information.
 - Low Risk (Fingerprint): Contract personnel performing less than 180 days.
- Types and Number of Background Investigations Required
 - Work performed under the contract may fall within one or more of the risk categories defined in paragraph (a)(2) above. As a result, the Contractor's personnel shall undergo a background investigation. The type of background investigation required will be commensurate with the risk factor associated with the duties of each position and the type of access required. Prior to award of the contract, the Contracting Officer's Representative (COR) will determine the exact number and types of background investigations that may be required for all Contractor positions.
 - The Contractor will not be permitted to commence performance under the contract until a sufficient number of its personnel, as determined by the COR, have received requisite background investigations. A "Background Investigation Request" form (FNS-775) shall be completed by the COR and submitted to the responsible security team for processing.
 - During this requirement's performance, the Contractor shall ensure that no Contractor or sub-Contractor employee commences performance hereunder prior to receipt of authorization from the Contracting Officer or COR.
- Background Investigations Requirements
 - The minimum investigative requirements are as follows:
 - High Risk Positions: The background investigation shall be an MBI (Minimum Background Investigation). The MBI includes a NACIC, a face-to-face personal interview between the investigator and the subject, and telephone inquiries to selected employers.
 - Moderate Risk Positions: The background investigation shall be a NACI (National Agency Check and Inquiries). The NACI consists of a NAC, written inquiries and record searches covering specific areas of a subject's background during the past 5 years.
 - Low Risk Positions: The background investigation shall be a Federal Bureau of Investigation Name and Fingerprint check.
- Separation/Termination of Contractor Employees/Completion of Contract
 - At the completion of the contract or separation/termination of any Contractor employee, a "Government Contractor Separation Checklist" (FNS-774) shall be completed and signed by the COR and Contracting Officer.
- USDA-FNS Computer System Access
 - To perform this requirement the Contractor may require computer access to FNS and States' systems. As necessary, the Contractor shall notify the COR in writing when a Contractor's employee requires any type of computer access. The COR shall provide form FNS-674, Computer System

Access Request, to the Contractor. The Contractor shall complete the form, and return to the COR for further processing. The Contractor shall notify FNS when computer system access for employees can be or should be terminated. Written notification to terminate computer access shall be provided by the Contractor to the COR immediately upon termination of any Contractor employee removed from the resultant contract or when access is no longer required. Immediately upon completion of the resultant contract the Contractor shall provide a complete listing of all Contractor employees given access to FNS computer systems with a statement that computer access shall be terminated and complete a "Government Contractor Separation Checklist" for each Contractor's employee. All notifications shall be provided to the COR with a copy furnished to the FNS Security office listed below:

Office of Information Technology
Information Security Office
1320 Braddock Place
Alexandria, VA 22314, (703) 305-2242

Additionally, ALL new contract employees accessing USDA-FNS systems and/or sensitive data are required to complete Security Training prior to obtaining computer and sensitive data access. This training shall be coordinated with the COR.

10.0 Section 508 - Electronic and Information Technology Standards

IT Accessibility Requirements

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities.

Products, platforms and services delivered as part of this work statement that are ICT, or contain ICT, must conform to the Revised 508 Standards, which are located at 36 C.F.R. § 1194.1 & Apps. A, C & D, and available at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>

Item that contains ICT: Data services or information retrieval systems

Applicable Functional Performance Criteria:

All functional performance criteria apply when using an alternative design or technology that achieves substantially equivalent or greater accessibility and usability by individuals with disabilities, than would be provided by conformance to one or more of the requirements in Chapters 4-6 of the Revised 508 Standards, or when Chapters 4-6 do not address one or more functions of ICT.

301.1 Scope - The requirements of Chapter 3 shall apply to ICT where required by 508 Chapter 2 (Scoping Requirements), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.

302.1 Without Vision - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.

302.2 With Limited Vision - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.

302.3 Without Perception of Color - Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.

302.4 Without Hearing - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.

302.5 With Limited Hearing - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.

302.6 Without Speech - Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.

302.7 With Limited Manipulation - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.

302.8 With Limited Reach and Strength - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.

302.9 With Limited Language, Cognitive, and Learning Abilities - ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.

Applicable requirements for software features and components:

All WCAG Level AA Success Criteria, 502 Interoperability with Assistive Technology, 503 Application

E207.1 General -

Where components of ICT are software and transmit information or have a user interface, such components shall conform to E207 and the requirements in Chapter 5

E207.2 WCAG Conformance -

User interface components, as well as the content of platforms and applications, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).

E207.2.1 Word Substitution -

When Applying WCAG to Non-Web Software For non-Web software, wherever the term "Web page" or "page" appears in WCAG 2.0 Level A and AA Success Criteria and Conformance Requirements, the term "software" shall be substituted for the terms "Web page" and "page". In addition, in Success Criterion in 1.4.2, the phrase "in software" shall be substituted for the phrase "on a Web page."

E207.3 Complete Process for Non-Web Software -

Where non-Web software requires multiple steps to accomplish an activity, all software related to the activity to be accomplished shall conform to WCAG 2.0 as specified in E207.2.

Applicable requirements for hardware features and components: All requirements apply

Applicable support services and documentation: All requirements apply

Electronic Content Technical Criteria:

E205.1 General -Electronic content shall comply with E205.

E205.2 Public Facing -Electronic content that is public facing shall conform to the accessibility requirements specified in E205.4.

602 Support Documentation

603 Support Services

302 Functional Performance Criteria

Exceptions:

E501.1 Scope -

Where Web applications do not have access to platform accessibility services and do not include components that have access to platform accessibility services, they shall not be required to conform to 502 or 503 provided that they conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).

11.0 Performance Requirement Summary

Performance-based contracts include a Performance Requirements Summary (PRS) prepared by the Government that is specific to that Contract. It is the intent of the Government to maintain consistency in standards and associated schedules for the same or similar outcomes from across contracts and task orders. The PRS is not an exclusive remedy and inclusion of the PRS does not preclude the Government from using any other remedy available by law or contract terms, including reductions in payment in accordance with any clause for inspection of services. The Government shall monitor quality assurance in accordance with the PRS below and the Quality Assurance Surveillance Plan (QASP). Performance Requirements will be further defined at the Task Order level.

Performance Measure	Performance Standard	Applicable Requirements/Deliverables	Acceptable Quality Level
Quality of Products and Services	All deliverables: • Are complete and accurate per PWS Technical Requirements and Deliverables, • Reflect USDA-FNS guidance and feedback on prior drafts, • Are written in plain English with proper grammar and punctuation and formatted to promote clarity and reading comprehension, • Reflect knowledge and understanding of FNS Supplemental Nutrition Assistance Program, and • Are provided in a format compatible with Government office applications software. Services provided meet all technical specifications outlined in Section 3.0 of the PWS.	All deliverables described in Section 4.0 of the PWS and specified in the approved schedule of deliverables. All services described in Section 3.0 of the PWS.	No more than 1 revision needed after receipt.
Scope and Quantity of Data	Throughout the duration of this requirement, the Contractor's TPID shall maintain current match data, as defined in PWS section 2.0, in each respective State in which the Contractor provides the SNAP Earnings Verification Service, to the extent that the percentage of current matches provided in response to queries submitted may in no case decrease more than 10 percent nationwide.	Technical Requirement 3.4	90% of the coverage level provided at contract award
Schedule/Timeliness	All deliverables are submitted in accordance with the schedule, unless otherwise approved by the Government in advance of the due date. All services meet timelines outlined in Section 3.0, Technical Requirements, including: • The COR and other designated personnel are notified of unexpected query process downtimes within 24 hours (Technical Requirement 3.1) • Initial access to the query process for State agency personnel is provided within 5 business days of receipt of all necessary information from the State POC (Technical Requirement 3.5a) • Access to the query process for additional State personnel and USDA-FNS Personnel is provided within 3 business days (Technical Requirement 3.5b and 3.5c) • The COR is notified of any delays in providing access within 24 hours of the missed deadline (Technical Requirement 3.5) • Users receive substantive responses to help desk inquiries within 2 business days (Technical Requirement 3.6)	All deliverables described in Section 4.0 of the PWS and specified in the approved schedule of deliverables. All services described in Section 3.0 of the PWS.	100% of deliverables are submitted in accordance with the schedule, unless otherwise approved by the Government. Services meet specified timelines 95% of the time.
Management	Contractor staff, including any subcontractors: • Are professional and respectful of all parties, • Arrive to scheduled meetings on time,	All deliverables described in Section 4.0 of the PWS and specified in the	No more than 2 validated complaints from State or FNS personnel per quarter

Performance Measure	Performance Standard	Applicable Requirements/Deliverables	Acceptable Quality Level
	• Include appropriate participants in meetings to cover the specified topics, provide necessary information, and facilitate decision making, • Are available for ad-hoc meetings as necessary for contractual and other requirement-related concerns, • Identify issues and propose comprehensive solutions timely, and • Communicate effectively and efficiently with USDA-FNS, State POCs, and all other stakeholders.	approved schedule of deliverables. All services described in Section 3.0 of the PWS.	
Availability of Query Process	The query process described in PWS Requirement 3.1 is operational, available, and accessible having an overall availability of at least 99.0% each month, excluding pre-scheduled maintenance and critical non-scheduled emergency repairs.	Technical Requirement 3.1	99.0%

Subject: FAR 15.503 Notifications to unsuccessful offerors/Pre-award notices of exclusion from competitive range, Request for Proposal: 12319723R0001

This notification is to inform you that Experian Information Solutions, Inc., (Experian) proposal is excluded from the competitive range and eliminated from the competition, and a proposal revision will not be considered. This decision was based on the initial evaluation that was done in accordance with the terms and conditions of the Request for Proposal (RFP). Your proposal was rated Unacceptable due to the following:

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)



Volume III – Pricing Proposal (*revised*)

For: United States Department of Agriculture, Food and Nutrition Service

Solicitation # 12319723R0001

Submitted by Experian

September 8, 2023

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PRICE PROPOSAL

An offer must be made on all items in the schedule. The total price shall include the unit price, quantity, discount terms, and total Firm Fixed Price to be eligible for consideration of award.

The price proposal shall include the following:

- 1. Company's Taxpayer Identification Number (TIN) and Dun & Bradstreet Number (DUNS). Your company must have an active System for Award Management (SAM) registration and SAM Unique Identification Number.*

Company Name	Experian Information Solutions, Inc.
Company's Tax Identification Number	31-1343192
DUNS Number	008642530
Active SAM registration	Valid through 1/9/2024
SAM Unique Identification Number	JZDMDG543QU1

- 2. Complete pricing and any assumptions for the IDIQ CLINs in accordance with the Section*

(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)

Assumptions

(b)(4)

USDA and participating entities accept and acknowledge the regulatory and product terms and conditions.

3. Pricing

Offerors are encouraged to offer deeper discounts such as, but not limited to, unlimited Income Verification Reports if the actual number purchased during the year exceeds a certain amount.

The Government reserves the right to obtain data, other than certified cost or pricing data, as necessary to establish fair and reasonable pricing, in accordance with FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Nov 2021)

(b)(4)



Contact information

Should you have any questions please contact:

(b)(6)

This proposal contains information that is the exclusive property of Experian. In consideration of the receipt of this document, you agree to make this information available only to your employees, directors, representatives, and agents who need access to such information for the purpose of evaluating its contents. You recognize and acknowledge the competitive value, confidential and proprietary nature of the information contained herein or which may hereafter be furnished to you or obtained by you from Experian relating to the subject matter hereof or the services to be performed, as well as the damage which may result to Experian if this information is disclosed to any third party. Except as set forth above, in no event shall this information be disclosed to any third party for any purpose without the prior written consent of an authorized representative of Experian. Further, your review and use of this information is an affirmative acknowledgment by you that you understand, acknowledge, and agree to abide by the foregoing.

Experian shall exclusively own all right, title, and interest in and to all Experian data as well as any Experian technologies which may be utilized in whole or in part in providing the services or developing the offering, as well as any modifications, enhancements or derivative works thereof. Any software programs or code, business processes, and related works developed by Experian to perform the services or host the service shall be developed by Experian for general purpose utility and shall constitute Experian intellectual property, unless specifically agreed by Experian and the client in an applicable work order. Experian and the marks used herein are trademarks or registered trademarks of Experian. Other product and company names mentioned herein may be the trademarks of their respective owners.

Prices quoted within this document are effective for 90 days from date of proposal unless otherwise noted. The rates and conditions in this proposal are based on initial specifications, oral or written, provided by the client. Experian reserves the right to revise the rates specified in this proposal if the specifications change. Additional services may result in additional fees. Unless otherwise noted, prices do not include applicable sales taxes or required shipping fees.



Volume III – Pricing Proposal (*revised*)

For: United States Department of Agriculture, Food and Nutrition Service

Solicitation # 12319723R0001

Submitted by Experian

September 11, 2023

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PRICE PROPOSAL 2

Contact information 14



PRICE PROPOSAL

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Company's Tax Identification Number	31-1343192
DUNS Number	008642530
Active SAM registration	Valid through 1/9/2024
SAM Unique Identification Number	JZDMDG543QU1

- 2. Complete pricing and any assumptions for the IDIQ CLINs in accordance with the Section*

(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)

Assumptions

(b)(4)

USDA and participating entities accept and acknowledge the regulatory and product terms and conditions.

3. Pricing

Offerors are encouraged to offer deeper discounts such as, but not limited to, unlimited Income Verification Reports if the actual number purchased during the year exceeds a certain amount.

The Government reserves the right to obtain data, other than certified cost or pricing data, as necessary to establish fair and reasonable pricing, in accordance with FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Nov 2021)

(b)(4)



Contact information

Should you have any questions please contact:

(b)(6)

This proposal contains information that is the exclusive property of Experian. In consideration of the receipt of this document, you agree to make this information available only to your employees, directors, representatives, and agents who need access to such information for the purpose of evaluating its contents. You recognize and acknowledge the competitive value, confidential and proprietary nature of the information contained herein or which may hereafter be furnished to you or obtained by you from Experian relating to the subject matter hereof or the services to be performed, as well as the damage which may result to Experian if this information is disclosed to any third party. Except as set forth above, in no event shall this information be disclosed to any third party for any purpose without the prior written consent of an authorized representative of Experian. Further, your review and use of this information is an affirmative acknowledgment by you that you understand, acknowledge, and agree to abide by the foregoing.

Experian shall exclusively own all right, title, and interest in and to all Experian data as well as any Experian technologies which may be utilized in whole or in part in providing the services or developing the offering, as well as any modifications, enhancements or derivative works thereof. Any software programs or code, business processes, and related works developed by Experian to perform the services or host the service shall be developed by Experian for general purpose utility and shall constitute Experian intellectual property, unless specifically agreed by Experian and the client in an applicable work order. Experian and the marks used herein are trademarks or registered trademarks of Experian. Other product and company names mentioned herein may be the trademarks of their respective owners.

Prices quoted within this document are effective for 90 days from date of proposal unless otherwise noted. The rates and conditions in this proposal are based on initial specifications, oral or written, provided by the client. Experian reserves the right to revise the rates specified in this proposal if the specifications change. Additional services may result in additional fees. Unless otherwise noted, prices do not include applicable sales taxes or required shipping fees.



1. Cover Page

475 Anton Blvd
Costa Mesa, CA 92626

July 19, 2023

Belal Hammad
Ian Lipscomb
FNS-HQ-MGMT-CMD
1320 Braddock Road
Room 208
Alexandria, VA 22314

RE: Volume I – Technical Proposal, Solicitation # 12319723R0001

Dear Mr. Hammad and Mr. Lipscomb,

Thank you for the opportunity to present Experian's solution for Supplemental Nutrition Assistance Program (SNAP) Earnings Verification Services. This document is in response to the United States Department of Agriculture (USDA) Income Verification Request for Proposal (RFP). The following response highlights the technology, resources, and practices available from Experian to implement and administer services to meet the requirements presented in the Performance Work Statement (PWS). We are excited about the opportunity to provide such services to the USDA and believe you will find that our solution will deliver verification services for a unique subset of SNAP applicants.

Our proposal utilizes Experian exclusive data and offers a flat, firm-fixed price annually, which provides the USDA with a best value option. Our quality data, experience, and proven track record enables us to go beyond the delivery of just a product. We are passionate about the customer experience and will bring a results-oriented team that is energized and ready to execute flawlessly. We welcome the opportunity to work with the USDA and States to create an innovative and cost-effective platform to exceed the USDA's strategic objectives.

Company Name	Experian Information Solutions, Inc.
Business Mailing Address	475 Anton Boulevard, Costa Mesa, CA 92626
Tax Identification Number	31-1343192
CAGE Code	3DWT9
SAM Unique Identification Number	JZDMDG543QU1
Point of Contact Name and Title	(b)(6)
POC Phone	
POC Email	
Secondary POC Name and Title	
Secondary POC Phone	
Secondary POC Email	
Solicitation Number	12319723R0001
Proposal validity date	November 19, 2023

Sincerely

(b)(6)



Volume I – Technical Proposal

For: United States Department of Agriculture, Food and Nutrition Service

Solicitation # 12319723R0001

Submitted by Experian

July 19, 2023

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2. Executive Summary—Tab A

The Executive Summary shall provide a concise narrative summary of your technical proposal, highlighting any key or unique features.

The Experian team is delighted to present this proposal for the Experian Verify for Government Benefits solution to the USDA for use in the SNAP program. We understand and appreciate the importance of the SNAP program to millions of Americans and their families. The services requested in this solicitation are targeted at streamlining the eligibility determination for new applicants and redeterminations for existing enrollees. As a team, we do not know of a more meaningful or impactful way our efforts could be put to use.

(b)(4)

Experian has a stellar track record in working with federal as well as state and local agencies over many years. This proposal and the entire project will be led by a team of professionals who are solely dedicated to government engagements and to our government client's mission.



The focus of our proposal is to make a compelling offer to the USDA encompassing the following:

(b)(4)

- Simple contract administration
- Simple user access and user administration
- Secure access and support 24 X 7

We look forward to changing the verifications paradigm with the USDA.



3. Technical Approach—Tab B

At a minimum, the following shall be addressed:

The Offeror shall provide a written narrative that clearly and concisely describes the proposed approach to be used to accomplish the work described in the Performance Work Statement (PWS). Sufficient detail should be provided to permit the Government to determine that the Offeror has a substantive understanding of the scope, complexity and requirements described in the PWS and that it has the demonstrated ability to deliver the services required in an efficient manner. Offerors are encouraged to provide clear, succinct process flow diagrams, tables, charts, and other visual aids to demonstrate their proposed processes and techniques. Offerors shall also include appendices. The appendices are not included in the page count; however, they should not be more than 3 pages.

Experian provides complete and thorough responses and narratives in the sections that follow. These sections are structured to follow the same order and content as specified in Section 3.3 of the RFP.

1. A table that demonstrates the extent to which their third-party income database (TPID) includes current match data, as defined in the PWS, for residents in each of the 50 States, the U.S. Virgin Islands, Guam, and the District of Columbia.

The exclusive Experian Verify solution has coverage to verify consumers across all US states and territories. The following captures the overall percentages of Experian Verify's exclusive coverage by state:

(b)(4)

2. A draft deliverable schedule/timeline that shows how much time the vendor believes it would take to accomplish the required tasks (e.g., X weeks from contract award).

The Experian project team, in conjunction with the USDA team, will meet to kick off the project with an Orientation Meeting. In this initial session, the initial project plan will be reviewed with the USDA. In addition, an overview presentation on the service capabilities, a demonstration of the services, and a review of the training approach for both the security administrators and the end users will be conducted. A discussion of the report results available will be led by a product team member. The Experian team will present the onboarding orientation package to be used with each state, county, or territory enrolling in the service. A critical component of this session will be reaching agreement on the approach to the onboarding process.

The onboarding process and the elapsed times described herein to establish the service will be from the point in time that the required steps below are accomplished.

(b)(4)



Familiarity with SNAP certification policy.

The offeror demonstrates clear knowledge and understanding of the fundamental SNAP certification procedures and requirements for income verification.

Experian understands that participating States are responsible for directly administering the program while the USDA Food and Nutrition Service (FNS) conducts oversight, provides technical assistance, and administers federal funding.

It is the State agencies that develop an application form and process for households to apply to participate in the SNAP program. To determine their eligibility and benefit amounts, households are required to declare their income (and other household circumstances). This process is required at initial application and must be completed within 30 days of the date the application is filed, and/or within 7 days for households in immediate need. At the end of the certification period, typically 6 – 12 months, States are also generally required to verify and determine income for the household if the household applies to recertify for SNAP (few exceptions apply). If a change in the household's earned income occurs during its certification period, States may be required to obtain verification of earned income during the certification period to determine the household's ongoing eligibility and monthly benefit amounts.

To address the challenges that States face when trying to verify earned income by obtaining pay stubs or other documentation from the employer, especially when new circumstances (new earned income sources) and information must be verified, a nation-wide verification service – SNAP Earnings Verification Service – is being sought out. This service will provide States and the USDA-FNS with the ability to verify the employment status and earnings of SNAP applicants and participants. Real-time, detailed information such as the current month and preceding two months (plus additional months, as requested) of earned income data, or an indication of lack of data, will be returned for the States to determine SNAP eligibility and benefit amounts.

Experian has reviewed and understands the General Rules, 'Part 273', 'SNAP Certification of Eligible Households' of the Act as it relates to Residency and Citizenship; Education and Employment; Eligibility and Benefit Levels; Continuing Participation; Disqualification and Claims; Program Alternatives; and The Transitional Benefits Alternative. The Experian Key Personnel and staff working on the Earnings Verification Service will work closely with the USDA-FNS and the States to interpret the required regulation details, understand all aspects of the program, and ensure the solution being delivered provides the information that the States need to determine eligibility and benefits.

Understanding of acquisition objectives.

Offerors provide a narrative that demonstrates an understanding of the scope, complexity, objectives, and desired outcomes of the acquisition as described in the PWS.

Experian has a proven track record in successfully designing and implementing complex income verification systems and is well poised to meet the requirement of providing a standardized, secure, and user-friendly platform for States and USDA-FNS SNAP personnel to verify SNAP applicant and participant declarations about their earned income amounts instantaneously, using employer-reported, actual payroll data. The proposed solution will support the 53 State SNAP agencies (which include all 50 States, the District of Columbia, Guam, and the U.S. Virgin Islands.) and USDA-FNS, to verify earned income for the more than 41 million low-income people in the United States that utilize the Nation's largest domestic food and nutrition assistance program.

The Experian solution can support the goal of reaching full participation among all States and will support a reasonable degree of flexibility to accommodate and adjust for potential administrative differences across States. Various training options, helpdesk support, and technical assistance alternatives, as presented in this proposal, will be available to States and USDA-FNS at the time of implementation and throughout the engagement as needed, meeting all required deadlines. We will progressively provide access to individual States or groups of States by

directly engaging with State points of contact and drafting and coordinating the establishment of required documents for access to service.

Quantitative data on the efficacy of the service will be reported on a national, state, and substate level, as outlined in this proposal, and accounted for over the lifecycle of the contract on a monthly, quarterly, and annual basis. Experian shares USDA-FNS's desired outcome to apply data-driven strategies to improve program operations, access, and integrity on behalf of the American public.

Quality of earned income data.

The offeror demonstrates the ability to provide State SNAP agencies (which includes all 50 States, the District of Columbia, Guam, and the U.S. Virgin Islands) and FNS personnel with access to earned income payroll data, reported directly from employers and payroll providers, that can be used to verify earned income for SNAP applicants and participants instantaneously or within seconds of query submission. Income estimation services and credit report data are insufficient under the requirements set forth in section 5(f)(2)(B) of the Food and Nutrition Act of 2008.

(b)(4)

Scope and Quantity of Data.

The offeror demonstrates the extent to which its TPID includes current match data, as defined in the PWS, for residents in each of the 50 States, the U.S. Virgin Islands, Guam, and the District of Columbia. Since direct measures of this threshold are unavailable, the Contractor may provide proxy quantitative data to demonstrate the extent to which it can provide current match data in each geographic area. FNS's preferred proxy is the percentage of all workers residing in the geographic area, as defined in the U.S. Department of Labor's Bureau of Labor Statistics Nonfarm Payroll,² for whom the TPID includes current match data for the most recently available federal fiscal quarter. If this proxy data is not available, for example in the case of Guam, the offeror should present other data to estimate the extent to which it can provide current match data for residents of the geographic area.

(b)(4)

(b)(4)

Data matching and verification services expertise.

The offeror demonstrates proficiency in the delivery of data matching or verification services to public or private sector entities.

(b)(4)



Ability to provide query process per FNS specifications.

The offeror demonstrates the ability to provide a query process that meets all functional requirements, as defined in the PWS.

Question	Response
a. The Contractor shall provide a standardized, secure, and user-friendly process by which authorized State and USDA-FNS personnel can submit queries, using <u>only an individual's SSN</u> <u>an individual's full name, date of birth, and SSN</u> as an identifier, in attempt to obtain either a current match or a look-back match for the individual from the TPID. This process is hereafter referred to as the query process and further defined in this section.	(b)(4)
b. The query process allows authorized State and USDA-FNS personnel to choose between submitting a query for either a current match or a look-back match, as defined in PWS Section 2.0 and PWS Requirement 3.2, prior to submitting a query for one or the other.	
c. The query process includes, after a query is submitted, the delivery of a response communicating whether the requested match (either a current match or a look-back match) that corresponds with the submitted SSN is available in the TPID and offer a means for viewing the requested data, if available. The query process must complete this exchange instantaneously or within seconds of the query submission.	
d. The query process will only respond to the query submitted. For example, if a query for a current match is submitted, the query process will only provide response as to whether a current match is available and it will be silent with regard to whether a look-back match is available, and vice-versa.	
e. As part of the query process, when a requested match is available and viewed, State and USDA-FNS personnel have the ability to query and view that same match data again for a 24-hour period. During that 24-hour time period that transaction will be considered a single query and match (not counted separately as multiple queries and matches).	
f. Unless otherwise agreed to with FNS, the query process and functionality must limit individual States' ability to query the same SSN for a current match to twice in any 12-month period, with the exception of the scenario described above in PWS Requirement 3.1.d (which shall be allowed and considered a single query and match.)	



g. Unless otherwise agreed to with FNS, the query process and functionality must limit individual States' ability to query the same SSN for a look-back match to once in any 12-month period, with the exception of the scenario described above in PWS Requirement 3.1.d (which shall be allowed and considered a single query and match.) h. As part of the query process, when a match is available and viewed, State and USDA-FNS personnel have the ability to print the match data on a local printer and to download the information into an Adobe PDF document. i. As part of the query process, the Contractor shall track and maintain records of individual State and USDA-FNS personnel activity in terms of queries submitted, matches viewed, and the date and time to address potential auditing needs. The Contractor shall also track the data elements described subsequently in PWS Requirement 3.7. j. The query process is available to authorized State and USDA-FNS personnel 24 hours a day, 7 days a week.	(b)(4)
---	--------

Sample Government Employment and Income Verification Report

(b)(4)

Ability to customize query parameters based on FNS specifications.

The offeror demonstrates the ability to adjust the frequency with which State agency users can submit queries based on parameters set by FNS (for example, limiting all users within a State to two queries of the same SSN per year).

(b)(4)



(b)(4)

Quality of training and technical assistance products.

The offeror demonstrates proficiency in producing high-quality, well-edited, and professionally formatted training and technical assistance materials for technical and non-technical audiences. Offerors should provide at least 2 examples demonstrating this expertise (e.g., links to training videos, user manuals, etc.).

(b)(4)



- Technical documentation
- Implementation support
- Testing support

Quality and timeliness of deliverables.

The offeror demonstrates clear ability to fully complete all requirements in a high quality and timely manner.

(b)(4)

The Experian government team was established to provide our federal, state and local government clients with the knowledge and subject matter expertise unique to the government market. Our team of sales, technical, contracts, legal, and administrative personnel are all dedicated to our government business operations. All members of the team have extensive experience in working with clients at all levels of government. (b)(4)

(b)(4)

Our team is equally well versed in managing large scale projects with federal, state, and local agencies. These projects include multi-year projects similar in scale and scope to the USDA's Income Verification project. Experian maintains a high level of client satisfaction among our government clients as evidenced in CPARS and in our satisfaction surveys.

Experian has provided details on our quality and management plans in the Management Plan section below and the Quality Control and Assurance section below. These sections include a discussion of the Experian Project Management methodology in some depth.

Managing Challenges and Risks

Offeror must submit a plan to manage the challenges and risks associated with the requirement. This includes, but not limited to,

controlling the states from running the same income report more than one time (how to ensure not to charge the government for the same report more than one time);

(b)(4)



(b)(4)

controlling the states from using the service for other than SNAP program;

(b)(4)

running out of funds before the period of performance ends.

(b)(4)

Experian has proposed a fixed price, unlimited usage model. As such, there would be no financial impact to the USDA for excess queries/matches.



4. Management Plan—Tab C

(1) Project Management and Oversight

1. The Offeror shall describe its management approach and business model, clearly outlining how it plans to accomplish the requirements of the PWS. The narrative shall address the Offeror's plan for recruiting, training, and retention of qualified personnel to fill vacant positions and maintain continuity of personnel throughout performance of the contract.

Experian maintains a recruitment and hiring program to ensure our business and growth plans are adequately staffed. The corporation conducts resource planning to identify new or additional positions that need to be filled. Each organization and staff are annually reviewed for opportunities to optimize and balance staffing across the business. Recruiting is conducted aggressively to identify external resources to fill open or new roles. Using market pay information, Experian has developed a highly defined pay structure to ensure pay is extremely competitive, consistent, fair, and equitable across all of our positions. The key elements of our base compensation include very competitive benefits. Employees undergo rigorous role-based training.

2. The Offeror must submit a Management Plan that demonstrates they possess appropriate and sufficient management oversight for the planning, initiation, implementation, conduct, monitoring and quality control to meet the requirements outlined in the PWS.

The following Management Plan encompasses procedures and guidelines to demonstrate that Experian possess appropriate and sufficient management oversight for the planning, initiation, implementation, conduct, monitoring, and quality control to meet the requirements outlined in the PWS.

(b)(4)

The vendor shall demonstrate what resources (including subcontractors, consultants, teaming) will be available to perform the range of tasks outlined in the PWS. The management plan shall describe the relationship of staff assignments/expertise to needed skills and the relationship of time commitments to anticipated level of effort. If an offeror proposes to subcontract out part(s) of the work described in the PWS, the offeror must outline planned management of and quality control mechanisms for subcontractor staff and/or consultants.

(b)(4)



(b)(4)

(2) Key Personnel and Staffing

Offerors shall designate the Program Manager and Project Manager as key personnel. Offerors may propose additional key personnel, if necessary, with the rationale that addresses the basis for this determination. The Offeror shall provide the following for all prime contractor and subcontractor key or integral proposed staff:

- Detailed description of relevant experience, education, trainings, and certifications
- Percent of time in person-years to be allocated to the project and its tasks
- Resumes (limited to 5 pages each)
- Letters of commitment for all proposed subcontractors, consultants and any key personnel not presently employed by the Offeror or its subcontractor(s)

The key personnel responsible for this contract are listed below.

Name	Title	Project Role
(b)(6)		Program Manager
		Project Manager

Each of these individuals understands the critical role they play in the execution of this contract with USDA. Client satisfaction is the driving force in all we do at Experian. The support of our key personnel will be provided as needed, and USDA's program will be treated with priority. The project will require different levels of support in the start-up and steady-state phases. (b)(4)

(b)(4)



(b)(4)

-
- *The vendor's process for identifying, addressing, resolving, and communicating problems (including conflicts of interest) to FNS.*
-

Should an issue occur, Experian ensures a swift call-to-action and resolution of issues. We prioritize issues based on the severity of the problem. We automatically escalate alert-driven problems to ensure we meet and observe SLA timelines. Technical support is provided via a hotline help desk, e-mail, and, in some circumstances, remote access. (b)(4)

Our goal is to resolve all issues over the phone. If this is not possible, higher escalation resources are engaged. The USDA is kept informed of the progress being made from identifying the issue through completion to a final resolution. The USDA's Program Manager, (b)(6) can engage leadership for management oversight.

(b)(4)

Issue resolution

Post go-live issue resolution is managed through a documented process. Experian support is initiated by contacting technical support via a toll-free phone number. The Experian Technical Support Center (TSC) provides Level 1 support for the USDA and State staff. Additional levels of support are invoked by the TSC staff as needed depending on the nature of the issue reported.

(b)(4)



(b)(4)

-
- *The vendor's approach to maintaining a positive working relationship with FNS and State staff.*
-

Maintaining a positive working relationship with the USDA-FNS and State staff requires consistent effort and attention. The following strategies allow us to ensure we are providing the best relationship with the USDA and State staff.

- **Excellent Customer Service:** Provide prompt and helpful assistance to the USDA-FNS and State staff, including addressing your concerns promptly and going the extra mile to exceed your expectations.
 - **Clear Communication:** Keep USDA-FNS and State staff informed about updates and changes through various channels while encouraging feedback and actively listening to your suggestions.
 - **Consistent Quality:** Deliver high-quality services consistently by ensuring our services meet or exceed your expectations and addressing any issues promptly and taking steps to prevent their recurrence.
 - **Flexibility and Adaptability:** Be open to USDA-FNS and State staff feedback and adapt to changing needs and preferences by continuously improving products, services, and processes based on your insights.
 - **Empathy and Respect:** Treat USDA-FNS and State staff with empathy, respect, and understanding. Experian's staff is trained to handle challenging situations effectively and with a customer-centric approach.
 - **Proactive Problem Solving:** Anticipate potential issues or roadblocks and take proactive steps to resolve them before they impact the customer experience. We will promptly address any complaints or concerns to show we value your satisfaction.
-

- *The Vendor's process for advising the Government of any problems regarding the commitment of assigned key personnel and its proposed corrective action for staffing issues (including subcontractors) that may affect quality and timely completion of the requirements outlined in the PWS, including an adequate plan for replacement of key personnel and other key staff.*
-

In the unlikely event that an issue with key personnel commitment arises, we will arrange a meeting or call with the USDA as soon as the commitment issue is identified to address any concerns.

- *The vendor's process for ensuring that staff performing under this contract, including subcontractors, have access to information security and privacy education and awareness training.*
-

(b)(4)



(3) Quality Control and Assurance

- A Quality Control Plan (QCP) for the vendor (including subcontractors) that demonstrates appropriate and sufficient procedures, facilities, and staff to ensure that quality services and products that meet the Government's requirements will be provided.
-

(b)(4)

(b)(4)

(4) Data Security and Privacy Governance

- *The vendor's experience in, and processes and procedures for ensuring, data security and the safeguarding of private information.*

All access and delivery methods provided by Experian are subject to world-class security policies and practices. Experian maintains the highest level of information security posture and demonstrates this rigor with security certifications including ISO 27001 compliance and annual SOC 2 Type II audits. In addition, Experian undergoes periodic audits by commercial and government clients for compliance. (b)(4)

(b)(4)

Experian maintains a comprehensive information security program that contains safeguards appropriate to the sensitivity of the information. Such safeguards are designed to:

- Ensure the security and confidentiality of client and customer information
- Protect against any anticipated threats or hazards to the security information
- Protect against unauthorized access or use of information that could result in harm to any client or customer

At Experian, we take a managed approach to security to ensure that data is protected through the entire lifecycle, from creation, transformation, and use to storage and destruction. We are constantly deploying the latest techniques and processes to provide the best possible protection. To protect the consumer, a State's/Agency's name, and Experian's corporate reputation, we monitor our systems to ensure the utmost in customer-information protection.

Experian continually evaluates its security strategy and is moving towards becoming a more resilient security enterprise that is equipped with processes and people to anticipate new threats and mitigate exposures to the environment.

Experian has a comprehensive global information security policy based on the ISO27001 standard which covers the following:

- | | |
|---|-----------------------------------|
| • Security Risk Management and Governance | • Network Security |
| • Third Party Security | • Software Security |
| • Incident Management | • Equipment and Physical Security |
| • Data Security Information Classification and Handling | • Access Control Management |
| | • Security Operations |



- Security Monitoring and Logging
- Vulnerability Management

- Acceptable Use
- Travel Security

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-
- *The vendor's plans for ensuring adherence to the Government's security requirements, including adherence to Federal laws, regulations, and standards, and the completion of security and compliance documentation.*
-

Experian complies with all federal and state laws, and our approach in general is overall conformity where applicable. As a consumer reporting agency, Experian is subject to comply with various consumer financial protection laws. It is Experian's policy to comply with all applicable laws. Enterprise-wide policies have been developed to identify those regulatory and statutory requirements that impact Experian businesses including Incident and Response Management.

Experian's compliance team keeps up to date with all applicable laws. Our internal audit departments regularly review compliance including applicable accessibility laws. Corporate-wide training covering security fundamentals and proper data handling is core to our business and mandatory for all employees. Regulatory-specific education is included for all employees.



Small Business Subcontracting Plan

- *If a Large Business, Offeror shall submit Subcontracting Plan in Accordance with FAR 52.219-9, Small Business Subcontracting Plan.*
-

We have included our Small Business Subcontracting Plan in **Attachment D**.

INDEX

Requirement	Page #	Paragraph #
1. Cover Page		
Offeror's name, address, taxpayer ID number, CAGE code, and SAM Unique Identification Number; Offeror's Point of Contact to include name, title, phone number, and e-mail address; the solicitation number and date of submission. This page shall also include a proposal validity date of no less than 120 days	i	1, 2, and table
2. Executive Summary (not to exceed 2 pages)—Tab A		
A concise narrative summary of your technical proposal, highlighting any key or unique features	2 and 3	All paragraphs
3. Technical Approach (not to exceed 22 pages)—Tab B		
A written narrative that clearly and concisely describes the proposed approach to be used to accomplish the work described in the Performance Work Statement (PWS). Sufficient detail should be provided to permit the Government to determine that the Offeror has a substantive understanding of the scope, complexity and requirements described in the PWS and that it has the demonstrated ability to deliver the services required in an efficient manner. Offerors are encouraged to provide clear, succinct process flow diagrams, tables, charts, and other visual aids to demonstrate their proposed processes and techniques. Offerors shall also include as appendices: The appendices are not included in the page count; however, they should not be more than 3 pages.	4	1
A table that demonstrates the extent to which their third-party income database (TPID) includes current match data, as defined in the PWS, for residents in each of the 50 States, the U.S. Virgin Islands, Guam, and the District of Columbia.	4	2 and table
A draft deliverable schedule/timeline that shows how much time the vendor believes it would take to accomplish the required tasks (e.g., X weeks from contract award).	5	All paragraphs
Familiarity with SNAP certification policy. The offeror demonstrates clear knowledge and understanding of the fundamental SNAP certification procedures and requirements for income verification.	6	1 – 4
Understanding of acquisition objectives. Offerors provide a narrative that demonstrates an understanding of the scope, complexity, objectives, and desired outcomes of the acquisition as described in the PWS.	6 7	5 and 6 1
Quality of earned income data. The offeror demonstrates the ability to provide State SNAP agencies (which includes all 50 States, the District of Columbia, Guam, and the U.S. Virgin Islands) and FNS personnel with access to earned income payroll data, reported directly from employers and payroll providers, that can be used to verify earned income for SNAP applicants and participants instantaneously or within seconds of query submission. Income estimation services and credit report data are insufficient under the requirements set forth in section 5(f)(2)(B) of the Food and Nutrition Act of 2008.	7	2
Scope and Quantity of Data. The offeror demonstrates the extent to which its TPID includes current match data, as defined in the PWS, for residents in each of the 50 States, the U.S. Virgin Islands, Guam, and the District of Columbia. Since direct measures of this threshold are unavailable, the Contractor may provide proxy quantitative data to demonstrate the extent to which it can provide current match data in each geographic area. FNS's preferred proxy is the percentage of all workers residing in the geographic area, as defined in the U.S. Department of Labor's Bureau of Labor Statistics Nonfarm Payroll, for whom the TPID includes current match data for the most recently available federal fiscal quarter. If this proxy data is not available, for example in the case of Guam, the offeror should present other data to estimate the extent to which it can provide current match data for residents of the geographic area.	7 8	3 and 4 Table
Data matching and verification services expertise. The offeror demonstrates proficiency in the delivery of data matching or verification services to public or private sector entities.	8	1 – 3
Ability to provide query process per FNS specifications. The offeror demonstrates the ability to provide a query process that meets all functional requirements, as defined in the PWS.	9 – 11	Table and graphic



Requirement	Page #	Paragraph #
Ability to customize query parameters based on FNS specifications. The offeror demonstrates the ability to adjust the frequency with which State agency users can submit queries based on parameters set by FNS (for example, limiting all users within a State to two queries of the same SSN per year).	11 12	1 1
Quality of training and technical assistance products. The offeror demonstrates proficiency in producing high-quality, well-edited, and professionally formatted training and technical assistance materials for technical and non-technical audiences. Offerors should provide at least 2 examples demonstrating this expertise (e.g., links to training videos, user manuals, etc.).	12 13	6 and Table
Quality and timeliness of deliverables. The offeror demonstrates clear ability to fully complete all requirements in a high quality and timely manner.	13	1 – 5
Managing Challenges and Risks. Offeror must submit a plan to manage the challenges and risks associated with the requirement. This includes, but not limited to, controlling the states from running the same income report more than one time (how to ensure not to charge the government for the same report more than one time);	13	1 and 2
controlling the states from using the service for other than SNAP program;	14	1 – 3
running out of funds before the period of performance ends.	14	4
4. Management Plan (not to exceed 8 pages)—Tab C		
(1) Project Management and Oversight		
The Offeror shall describe its management approach and business model, clearly outlining how it plans to accomplish the requirements of the PWS. The narrative shall address the Offeror's plan for recruiting, training, and retention of qualified personnel to fill vacant positions and maintain continuity of personnel throughout performance of the contract.	15	1
The Offeror must submit a Management Plan that demonstrates they possess appropriate and sufficient management oversight for the planning, initiation, implementation, conduct, monitoring and quality control to meet the requirements outlined in the PWS.	15	2 – 4
The vendor shall demonstrate what resources (including subcontractors, consultants, teaming) will be available to perform the range of tasks outlined in the PWS. The management plan shall describe the relationship of staff assignments/expertise to needed skills and the relationship of time commitments to anticipated level of effort. If an offeror proposes to subcontract out part(s) of the work described in the PWS, the offeror must outline planned management of and quality control mechanisms for subcontractor staff and/or consultants.	16 17	All paragraphs Table
(2) Key Personnel and Staffing		
Offerors shall designate the Program Manager and Project Manager as key personnel. Offerors may propose additional key personnel, if necessary, with the rationale that addresses the basis for this determination. The Offeror shall provide the following for all prime contractor and subcontractor key or integral proposed staff: - Detailed description of relevant experience, education, trainings, and certifications - Percent of time in person-years to be allocated to the project and its tasks - Resumes (limited to 5 pages each) - Letters of commitment for all proposed subcontractors, consultants and any key personnel not presently employed by the Offeror or its subcontractor(s)	17	1 – 2 and table
The vendor's process for identifying, addressing, resolving, and communicating problems (including conflicts of interest) to FNS.	18 19	1 – 6 1
The vendor's approach to maintaining a positive working relationship with FNS and State staff.	19	2
The Vendor's process for advising the Government of any problems regarding the commitment of assigned key personnel and its proposed corrective action for staffing issues (including subcontractors) that may affect quality and timely completion of the requirements outlined in the PWS, including an adequate plan for replacement of key personnel and other key staff.	19	3



Requirement	Page #	Paragraph #
• The vendor's process for ensuring that staff performing under this contract, including subcontractors, have access to information security and privacy education and awareness training.	19	4 – 6
(3) Quality Control and Assurance		
• A Quality Control Plan (QCP) for the vendor (including subcontractors) that demonstrates appropriate and sufficient procedures, facilities, and staff to ensure that quality services and products that meet the Government's requirements will be provided. • A Quality Control Plan (QCP) for the vendor (including subcontractors) that demonstrates appropriate and sufficient procedures, facilities, and staff to ensure that quality services and products that meet the Government's requirements will be provided..	20	1 and table
(4) Data Security and Privacy Governance		
• The vendor's experience in, and processes and procedures for ensuring, data security and the safeguarding of private information.	21 22	1 – 5 1 and 2
• The vendor's plans for ensuring adherence to the Government's security requirements, including adherence to Federal laws, regulations, and standards, and the completion of security and compliance documentation.	22	3 and 4
Small Business Subcontracting Plan		
Small Business Subcontracting Plan	23	Attachment D



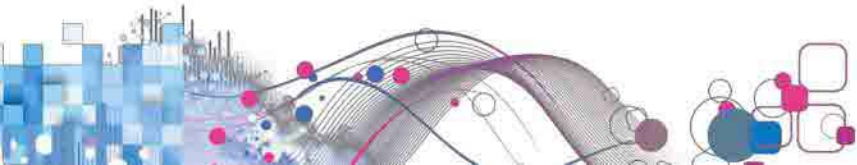
Attachment A – Participating Entity Data and Product Usage Terms





555 12th Street NW
Suite 504
Washington, DC 20006
(1) 714 830 7000 T
(1) 714 830 7000 F
www.Experian.com

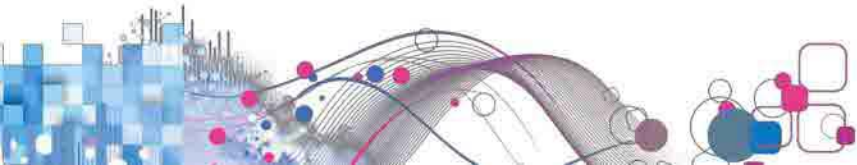
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Washington, DC 20006
(1) 714 830 7000 T
(1) 714 830 7000 F
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(1) 714 830 7000 T
(1) 714 830 7000 F
www.Experian.com

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ACCEPTED AND AGREED BY PARTICIPATING ENTITY:

By: _____

Title: Administrator

Date: _____



Attachment B – Experian Verify User Guide



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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 69			
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 12319723R0001		6. SOLICITATION ISSUE DATE 06/06/2023	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME IAN LIPSCOMB			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 07/19/2023 1700 ET		
9. ISSUED BY		CODE		FNS-HQ-MGMT-C		10. THIS ACQUISITION IS		X UNRESTRICTED OR SET ASIDE: % FOR:	
FNS-HQ-MGMT-CMD 1320 Braddock Road Room 208 Alexandria VA 22314						☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		WOMEN-OWNED SMALL BUSINESS ☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB NAICS: 561450 SIZE STANDARD: \$36.0	
11. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB X RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE		FNS-HQ-MGMT-CMD	
				FNS-HQ-MGMT-CMD 1320 Braddock Road Room 208 ALEXANDRIA VA 22314					
17a. CONTRACTOR/ OFFEROR		CODE UEI: JZDMDG543QU1		FACILITY CODE 3DWT9		18a. PAYMENT WILL BE MADE BY		CODE	
Experian Information Solutions, Inc 475 Anton Blvd Costa Mesa, CA 92626									
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE	
		Tax ID Number: Not Available DUNS Number: Not Available The purpose of this solicitation is to procure SNAP Income Verification Services. All questions from vendors are due on Thursday, June 15, 2023. Proposals shall be received no later than Monday, July 19, 2023 (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	
29. AWARD OF CONTRACT:				30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED			
				CHASE A. LUCAS					

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	All proposals and questions shall be sent to Belal Hammad and Ian Lipscomb. Belal.Hammad@usda.gov and Ian.Lipscomb@usda.gov				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Attachment G – Standard Form 30



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE 06/06/2023		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY FNS-HQ-MGMT-CMD 1320 Braddock Road Room 208 Alexandria VA 22314		7. ADMINISTERED BY (If other than Item 6) FNS-HQ-MGMT-CMD 1320 Braddock Road Room 208 ALEXANDRIA VA 22314	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Experian Information Solutions, Inc. 475 Anton Blvd Costa Mesa, CA 92626 UEI: JZDMDG543QU1		(x) 9A. AMENDMENT OF SOLICITATION NO. 12319723R0001		9B. DATED (SEE ITEM 11) 06/06/2023	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: Not Available

DUNS Number: Not Available

The purpose of this amendment is to incorporate FAR 52.204-27, PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023).

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHASE A. LUCAS	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

Previous edition unusable

Contact information

Should you have any questions please contact:

(b)(6)

This proposal contains information that is the exclusive property of Experian. In consideration of the receipt of this document, you agree to make this information available only to your employees, directors, representatives, and agents who need access to such information for the purpose of evaluating its contents. You recognize and acknowledge the competitive value, confidential and proprietary nature of the information contained herein or which may hereafter be furnished to you or obtained by you from Experian relating to the subject matter hereof or the services to be performed, as well as the damage which may result to Experian if this information is disclosed to any third party. Except as set forth above, in no event shall this information be disclosed to any third party for any purpose without the prior written consent of an authorized representative of Experian. Further, your review and use of this information is an affirmative acknowledgment by you that you understand, acknowledge, and agree to abide by the foregoing.

Experian shall exclusively own all right, title, and interest in and to all Experian data as well as any Experian technologies which may be utilized in whole or in part in providing the services or developing the offering, as well as any modifications, enhancements or derivative works thereof. Any software programs or code, business processes, and related works developed by Experian to perform the services or host the service shall be developed by Experian for general purpose utility and shall constitute Experian intellectual property, unless specifically agreed by Experian and the client in an applicable work order. Experian and the marks used herein are trademarks or registered trademarks of Experian. Other product and company names mentioned herein may be the trademarks of their respective owners.

Prices quoted within this document are effective for 90 days from date of proposal unless otherwise noted. The rates and conditions in this proposal are based on initial specifications, oral or written, provided by the client. Experian reserves the right to revise the rates specified in this proposal if the specifications change. Additional services may result in additional fees. Unless otherwise noted, prices do not include applicable sales taxes or required shipping fees.



Volume II – Past Performance Proposal

For: United States Department of Agriculture, Food and Nutrition Service

Solicitation # 12319723R0001

Submitted by Experian

July 19, 2023

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Past performance #32

Contact information3



PAST PERFORMANCE (VOLUME 2)

Vendors must provide past performance information in accordance with the instructions and format provided in Attachment 05. Past Performance must be for work completed within the past three years. It is the Vendor's responsibility to send the Past Performance Questionnaire to its customers and direct the customer to submit the completed survey to Ian Lipscomb at Ian.Lipscomb@usda.gov Belal Hammad at belal.hammad@usda.gov no later than **July 6 19, 2023 at 12:00 PM EASTERN**. Past Performance questionnaire received after the due date will be deemed late and may not be considered.

The Vendor must also provide past performance references, in their response, for at least three (3) contracts held within the past twenty-four months, to include those in progress. Only references for same or similar type of services will be considered. The Government reserves the right to independently verify the accuracy of the information provided and to determine Vendor's performance on the related work with respect to the following factors: technical performance, quality of work, project management, compliance with agreed upon schedule and customer satisfaction.

The following reference clients have completed the Past Performance Questionnaire.

Past performance #1

Client Name	(b)(6)	
Client Contact Name		
Client Contact Email		
Contact Title		

Past performance #2

Client Name	(b)(6)	
Client Contact Name		
Client Contact Email		
Contract Title		

Past performance #3

Client Name	(b)(6)	
Client Contact Name		
Client Contact Email		
Description		

Contact information

Should you have any questions please contact:

(b)(6)

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