

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code	Page of Pages
2. AMENDMENT MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY CODE			7. ADMINISTERED BY (If other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code)				(x)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
					10A. MODIFICATION OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter 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)					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
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 date, 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 <input type="checkbox"/> is not, <input type="checkbox"/> 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)					
<small>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</small>					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			_____ (Signature of Contracting Officer)		

**The purpose of this amendment is to make the following changes:**

- 1) Update solicitation Instructions to Offerors in response to a corrective action plan submitted to GAO;
- 2) Update Schedule B;
- 3) Include appropriate FAR, EDAR and local clauses; and,
- 4) Update offer submission methods and time for receipt of revised proposals.

**Update Section B.3 Contract Line Item Numbers**

The following Contract Line Item Numbers (CLINs) will be incorporated into the IDIQ contract:

CLIN No.	Description	Estimated Quantity/Value	Commission/Fee	Total Estimated Price
0001	Base Ordering Period - Regular Collections & Administrative Wage Garnishment	\$182,210,500	15.2% per dollar of regular collection	\$27,695,996
0002	Base Ordering Period - Rehabilitation	95,9000	\$1,710 per rehabilitation	\$163,989,451
0003	Base Ordering Period - Consolidation	\$19,180,052	2.75% per dollar of final payoff value	\$527,451
0004	Base Ordering Period - Administrative Resolution	67,227	\$150 per administrative resolution	\$10,083,913
0005	Base Ordering Period - Borrower Record Collection – Treasury Offset	TBD	TBD	Not to Exceed \$3,836,011
1001	Optional Ordering Period - Regular Collections & Administrative Wage Garnishment	\$191,800,527	15.2% per dollar of regular collection	\$29,153,680
1002	Optional Ordering Period - Rehabilitation	86,310	\$1,741 per rehabilitation	\$150,266,123
1003	Optional Ordering Period – Consolidation	\$19,180,053	2.75% per dollar of final payoff value	\$527,451
1004	Optional Ordering Period – Administrative Resolution	67,226	\$150 per administrative resolution	\$10,083,913
1005	Optional Ordering Period – Borrower Record Collection – Treasury Offset	TBD	TBD	Not to Exceed \$3,836,011

The IDIQ contract minimum is expected to be \$1,000.00. The total estimated IDIQ contract maximum ceiling is \$800,000,000.00. The estimated quantities will be identified before contract award. The estimated quantity/value and total estimated price for base or option ordering periods may be shifted amongst CLINS as long as the contract ceiling is not exceeded.

**Update Section C.1 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Jan 2017)**

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, 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 items:

[Contracting Officer check as appropriate.]

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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

(5) [Reserved].

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

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

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

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

(10) [Reserved].

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

- \_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.
- \_\_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_X\_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- \_X\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (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.
- \_X\_ (iv) Alternate III (Nov 2016) of 52.219-9.
- \_\_\_ (v) Alternate IV (Nov 2016) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- \_X\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_X\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- \_X\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_X\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- \_X\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_X\_ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- \_X\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- \_X\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_X\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- \_X\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_X\_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_X\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

\_X\_ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

\_\_ (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 (Dec 2007) (42 U.S.C. 8259b).

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

\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

\_X\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).

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

\_X\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_ (48) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

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

\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_ (iii) Alternate II (May 2014) of 52.225-3.

- \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
  - \_\_\_ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
  - \_X\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - \_\_\_ (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) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - \_\_\_ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - \_X\_ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
  - \_\_\_ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
  - \_\_\_ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
  - \_X\_ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
  - \_X\_ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).
  - \_\_\_ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
  - \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- \_X\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- \_X\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- \_X\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_X\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

\_X\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

\_X\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

\_\_\_ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

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

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

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

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

- (vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
  - (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
  - (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
  - (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
  - (x) 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.
  - (xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
  - (xii) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
  - (xiii) 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).
  - (xiv) 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).
  - (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
  - (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
  - (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).  
Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
  - (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016)).
  - (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
  - (xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
  - (B) Alternate I (Jan 2017) of 52.224-3.
  - (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)



**Update Section C.3 Additional Terms and Conditions**

**52.239-70 Access to Contractor and Subcontractor Information Systems and Related Resources in Carrying Out Privacy and Information Security Inspections (DEVIATION)**

ACCESS TO CONTRACTOR AND SUBCONTRACTOR INFORMATION SYSTEMS AND RELATED RESOURCES IN CARRYING OUT PRIVACY AND INFORMATION SECURITY INSPECTIONS (DEVIATION)

(a) Privacy and security inspections. In accordance with the terms of this contract and as authorized by law, the Government carries out a program of privacy and information security inspections. Such inspections may be undertaken for various purposes, including but not limited to:

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

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

In the case of security audits, access shall be provided to all systems, components, network

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

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

to the extent needed to allow unfettered access to conduct a security audit or other privacy or information security inspection specified by the Government. The contractor shall also provide the Government access to all user passwords and all password files to the extent necessary to validate the contractor's password policy. The contractor agrees to provide user ids and passwords regardless of whether the user is a Federal employee or not, so long as the user works in support of a Government contract, or may have access to Government data or Government related data. In addition to providing such access, the contractor agrees to fully cooperate with the Government in its conduct of privacy and information security inspections. That cooperation shall include, among other things, timely and complete production of data, metadata, information, and records, and making employees of the contractor available for interview upon request. Cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture. What constitutes "timely" access for purposes of compliance with this clause will depend on the circumstances surrounding the inspection being performed, the urgency of the matter under inspection, the procedures governing the inspection, logistical considerations, and other factors. In some cases, such as when investigating an on-going cyber security breach, access may be required within minutes of the Government's request. In other cases, access provided by the contractor within a few days of a request may be acceptable. In the event of an information security incident, including, but not limited to, incidents involving the loss or potential loss of Personally Identifiable information in physical or electronic form, the contractor must respond (as required by other provisions of this contract, Departmental Directive OM: 6-107 "External Breach Notification Policy and Plan" and Handbook OCIO-14 "Handbook for Information Security Incident Response and Reporting Procedures" within specified time frames. Access to the contractor and subcontractor's information systems under this clause shall be provided when, and as necessary, to meet any applicable information security incident response times.

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

The contractor shall ensure that it retains operational and configurational control over any information system (whether operated by the contractor or a subcontractor) as needed to conduct privacy and information security inspections.

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

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

(e) Access to information systems where a cloud or a co-mingled data environment is used. When the contractor will perform all or part of the work using commercial cloud computing services (whether directly or through a subcontract), or where Government data, Government related data or controlled unclassified information will be comingled with **non-Government** data, the contractor shall ensure that appropriate measures and controls are in place to allow Government inspectors to search the information systems and access information needed to conduct required privacy and information security inspections. The contractor may choose to create (at no cost to the Government) a segregated data space where inspections may take place without undue interference with non-Government data. However, the fact that Government data and non-Government data is co-mingled in the contractor's information system shall not excuse the contractor from affording the Government full and timely access and cooperation as needed to conduct privacy and information security inspections. The Government shall protect against the unauthorized use or release of information obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that includes Contractor proprietary information. To the extent practicable, the Contractor shall identify and mark proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the Contractor proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(f) Miscellaneous. The access obligations under this clause will survive the expiration or termination of this contract, and this term is not to be less than 3 years following the final disposition and close out of the contract.

(g) Remedies for breach. A breach of the obligations or restrictions set forth in this clause may subject the Contractor to a Termination for Default, in addition to any other appropriate remedies under the contract.

(h) Relation to other requirements. The requirements of this clause are in addition to those required by any other inspection or audit clause of this contract. To the extent that requirements imposed by Federal law, regulation, Executive Orders, Office of Management and Budget (OMB) guidance, or standards promulgated by the National Institute of Standards and Technology (NIST) are in direct and irreconcilable conflict with the requirements of this clause,

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

(End of Clause)

Alternate I (Deviation). As prescribed in 39.704(b) (Deviation), insert following paragraph (i) after paragraphs (a) to (h) of the basic clause:

(i) \_\_\_\_ [insert name of offeror] \_\_\_\_\_ hereby represents to the Government that it is aware of the requirement to provide full access to its information systems and related resources, and to those of its subcontractors (as set forth in paragraphs (a) to (h) above), without undue delay or additional compensation.

(End of Clause)

**Update Section C.3.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

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

**Clause Title**

52.245-1 Government Property Jan 2017

**EDAR 3452.227-70 Publication and Publicity (MAR 2011)**

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

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

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

(End of Clause)

**Update Section C. 3.28 FSA 25-1 Prohibitions on Contract Performance Outside of the United States (May 2017)**

The Contractor has represented to the Department that it will perform all work required under this Contract including all work subcontracted to or otherwise performed by other parties, within the United States. If, at any time, the Contractor wishes to perform any Contract work outside the United States, the Contractor shall inform the Contracting Officer, in advance and in writing, of its intention and request the Department’s approval. The Contractor shall not perform any Contract work outside the United States unless and until it has received the Contracting Officer’s explicit, written approval to perform such work. In order to give proper consideration to the Contractor’s request, the Department may ask for, and the Contractor shall provide, information relevant to the proposed performance outside the United States, including but not limited to a detailed description of the physical, personnel and management resources to be used and any potential difficulties or constraints in performing in the foreign jurisdiction. The Department may refuse to approve Contract performance outside the United States to the extent that, solely in the Department’s judgment, the Contractor has not shown that performance outside the United States would satisfy the Contract requirements and would not impair or degrade performance. Further, the Department may refuse to approve any performance outside the United States for any other reason, or for no reason, except as otherwise required by the laws and treaties of the United States. The Department may approve performance outside the United States subject to certain conditions, to which conditions the Contractor shall strictly adhere. Neither performance within the United States, nor the Department’s refusal to allow performance outside the United States shall ever constitute a change to this Contract or give rise to any entitlement to additional compensation or excuse any failure of performance by the Contractor. Nothing in this clause shall be interpreted to impose any obligation on the Department to allow or to refuse a request for performance of this Contract outside the United States.

(End of clause)

**FSA 39-4 Remedies for Contractor's Violation of System Security Requirements (October, 2017)**

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

Department, the contractor agrees to prepare and send a notice to all individuals affected by a breach, at no additional cost to the Department. The method of such notification may include letters to affected individuals sent by first class mail, electronic means, or publication of a general notice, as approved by the Department. At minimum, that notification should include:

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

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

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

3) the contractor shall indemnify and hold harmless the Department for any and all third party claims, suits, demands, actions, causes of action, damages, set-offs, liens, attachments, debts, expenses, judgments, and any other liabilities of any kind or nature arising out of or related to the breach. This includes but is not limited to indemnification for any liability for financial and other losses suffered by third parties as a consequence of the fraudulent, negligent or other misuse of PII obtained as a result of the breach.

f) Right to Withhold Contract Payments and Set-Off. If the contractor fails to notify the affected individuals or fails to provide the data breach protection services as provided in paragraphs (d) and (e)(1) of this clause, the contractor agrees to have the Department withhold the sum of \$922.21 per affected individual (up to 10,000 individual) or \$907.19 (over 10,000 individual) from any payment due the contractor under this contract, or to set-off that sum from any other Government contract. That withholding or set-off shall continue until the contractor has complied with the requirements in paragraphs (d) and (e)(1) of this clause. Should the Department elect to provide and/or procure notification or data breach protection services in response to a breach, the contractor will be responsible for reimbursing the Department for those expenses.

g) Flow-Down to Subcontractors. The contractor agrees to incorporate into subcontracts at all tiers any term or condition necessary to ensure compliance with the requirements of this clause, including by contractor and subcontractor personnel. Further, the contractor acknowledges and agrees that a breach of an information system caused by subcontractor personnel will be attributed to the contractor for purposes of application of this clause.

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

(End of clause)

**Update Section E.1 Addendum to FAR 52.212-1 - Instructions to Offerors - Commercial Items (Jan 2017)**

Section A of Proposal

Offerors are required to submit new management plans and key personnel resumes per the instructions below:

- Management Plan (10 page limit). The Offeror shall provide the following information (including a mapping to the appropriate sections of the Quality Control Plan):



- 1) Employee performance incentive program details (actual plans do not count against the 10-page limit – if the plan is part of a larger policy, then only the excerpted portion that deals with performance incentives needs to be provided), if such plans exist. Offeror's shall also describe its policies and procedures to mitigate/prevent fraud.
- 2) Procedures for managing borrower's accounts.
- 3) System capacity and ability to add scale (add additional volume of accounts).
- 4) Description of security policies and procedures and ability to meet Government FISMA, NIST, and other applicable information technology security requirements to include physical and system security practices.
- 5) Procedures for managing subcontractors, including:
  - a) how accounts are allocated/tracked, and
  - b) compliance monitoring and oversight of subcontractors.
- 6) Capabilities/processes which enable FSA to remotely access the Contractors proprietary systems in read only mode.
- 7) The number and brief description of debt collection-related complaints received within the last three (3) years and the management process to handle them.

If the Offeror elects to provide qualifications for specific individuals, the focus of that information should be on how such individuals' qualifications are indicative of the person's potential for success in performing the specific tasks for which the person is proposed. For example, evidence of successful performance by the person in a relevant/similar role, as opposed to such individual's educational background, would presumably be more probative of their potential for success in performance. Offerors are reminded of the requirement to alert FSA should any one of the individuals they elect to specifically identify in their proposal become unavailable. Prior to award, FSA will require validation from all prospective awardees that the persons identified in their proposals remain available. Lack of availability may result in exclusion of the offeror from the competition.

- Resumes of Key Personnel Proposed: The submission of resumes is only required for "key personnel." Clause C.3.22 of the Solicitation identifies only the "Contract Representative" and "Project Manager" as key personnel. The qualifications of these two personnel will not be considered as part of the evaluation of management approach, but rather for purposes of application of EDAR 3452.243-70.

Section B of Proposal. Past Performance. Offerors may submit revised past performance information, but are not required to do so. Any changes to previously submitted past performance information shall include revision marks via track changes utilizing strikeouts and bold red font for added or modified text.

Section C of Proposal. Quality Control Plan. (50 page limit). Offerors may submit new/revised quality control plans, but are not required to do so. Any changes to previously submitted Quality Control Plans shall include revision marks via track changes utilizing strikeouts and bold red font for added or modified text.

Section D of Proposal. Offerors may submit revised small business participation plans, but are not required to do so.

Offerors may submit updated Small Business Subcontracting Plans at the time of proposal submission, or later, if requested to do so by the Government.

#### **Update Section E.1.1 Additional Information**

##### **Offer Submission Methods**

Offerors shall submit all required documents or your organization will not be considered for an award. If your organization was a December 2016 awardee, you shall submit all required documents or your organization will not be considered for an award and the agency will terminate the December 2016 award for the Government's convenience.

Revised proposals shall be submitted no later than **June 16, 2017, 5:00PM Eastern Standard Time ONLY to the following email address: mpddcteam@ed.gov.** The time of receipt is considered to be the time in which the proposal submission is received at the initial point of entry to the Department's infrastructure. Any delays in transmission are not the Government's responsibility.

#### **Update Section E.2 FAR 52.212-2 Evaluation –Commercial Items (Oct 2014)- Tailored**

(a) The Government may award one or more IDIQ contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government. **In the event that any of the December 2016 awardees are not evaluated as having a proposal among the most advantageous to the Government, the Government will terminate such awards for the Government's convenience.**