

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE 1	OF 1	PAGES <del>113</del> 95
2. CONTRACT NUMBER  47QTCH18D0135		3. SOLICITATION NUMBER  QTA0016GBA0002		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED  06/24/2016	
6. REQUISITION/PURCHASE NUMBER  N/A		7. ISSUED BY  GENERAL SERVICES ADMINISTRATION 2300 MAIN ST, KANSAS CITY, MO 64108		8. ADDRESS OFFER TO (If other than item 7)  SEE SOLICITATION SECTION L.3.4			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

<b>SOLICITATION</b>			
9. Sealed offers in original and <u>0</u> copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in <u>SEE SOLICITATION SECTION L.3.4</u> until <u>4:00 PM</u> local time <u>08/29/2016</u> <span style="float: right;">(Hour) (Date)</span>			
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.			
10. FOR INFORMATION CALL:		A. NAME	
		B. TELEPHONE (NO COLLECT CALLS)	
		AREA CODE	NUMBER
		EXTENSION	
		C. E-MAIL ADDRESS  A2SB@gsa.gov	

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<b>OFFER (Must be fully completed by offeror)</b>			
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.			
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>365</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.			

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
		Amendment No. 1	06/27/16	Amendment No. 5	08/18/16
		Amendment No. 2	06/27/16	Amendment No. 6	09/07/16
		Amendment No. 3	08/04/16	Amendment No. 7	09/16/16
		Amendment No. 4	08/09/16	Amendment No. 8	09/28/16
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
Superior Government Solutions, LLC 431 Park Ave, Suite 201 Falls Church, VA 22046		6XRC3		Sophia Tong Managing Partner	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
AREA CODE	NUMBER			18. OFFER DATE	
240	654-0933			10/7/16	

<b>AWARD (To be completed by Government)</b>			
19. ACCEPTED AS TO ITEMS NUMBERED Minimum Guarantee (See B.4)		20. AMOUNT \$2,500.00	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)  Same as block 7		25. PAYMENT WILL BE MADE BY  As denoted on individual task orders	
26. NAME OF CONTRACTING OFFICER (Type or print)  Greg D. Byrd		27. UNITED STATES OF AMERICA  Digitally signed by GREGORY BYRD DN: c=US, o=U.S. Government, ou=General Services Administration, cn=GREGORY BYRD, 09.2342.19200330.100.1.1=47001000339721 Contracting Officer	
		28. AWARD DATE  February 12, 2018	

## **SECTION B**

### **SUPPLIES OR SERVICES AND PRICES/COSTS**

#### **B.1 GENERAL**

The Alliant 2 Small Business Governmentwide Acquisition Contract (GWAC) is a Multiple Award, Indefinite Delivery, Indefinite Quantity (IDIQ) contract to provide information technology solutions through performance of a broad range of services which may include the integration of various technologies critical to the services being acquired.

The Contractor shall provide all management, supervision, labor, facilities and materials necessary to perform on a Task Order basis.

Hereafter, the Alliant 2 Small Business GWAC will be also referred to as the "Master Contract" while Task Orders issued under the Master Contract will be referred to as "Task Order(s)", "TO(s)" or "Orders".

#### **B.2 AUTHORITY**

The Administrator of the U.S. General Services Administration (GSA) is specifically authorized to purchase supplies and nonpersonal services on behalf of other agencies under the Federal Property and Administrative Services Act (40 U.S.C. 501).

The Office of Management and Budget (OMB) has designated the U.S. General Services Administration (GSA) as an Executive Agent for Governmentwide information technology (IT) acquisitions pursuant to Section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. 11302(e).

The scope of this designation includes the award and administration of the Master Contract and delegation of authority for the award and administration of the Task Orders as set forth in Section G.2. Through this GWAC, Federal government agencies can award Task Orders to acquire IT services based solutions.

#### **B.3 ECONOMY ACT**

The Economy Act does not apply to Governmentwide acquisition contracts (GWACs). GWACs are multiple award task order or delivery order contracts used by other agencies to procure information technology products and services outside of the Economy Act. (Refer to Federal Acquisition Regulation (FAR) 2.101 and FAR Subpart 17.502-2(b)). The specific statutory authority 40 U.S.C. 11302(e) designates the head of one or more executive agencies, such as the US General Services Administration, as executive agent for Government-wide acquisitions of information technology.

#### **B.4 MAXIMUM CONTRACT CEILING AND MINIMUM CONTRACT GUARANTEE**

(a) Maximum. The maximum contract ceiling value of all contracts in this multiple award procurement is established at \$15 Billion dollars.

(b) Minimum. The minimum guaranteed award amount for this IDIQ contract is \$2,500 dollars per Contractor for the full term of the Master Contract. The exercise of the option period does not re-establish the contract minimum.

Should the contract expire or be unilaterally terminated for convenience by the Government without the contractor receiving the minimum guaranteed award amount, the contractor may present a claim to the contracting officer for an amount not to exceed the minimum guaranteed award amount. The minimum guaranteed award amount is not applicable if the contract is terminated for default or is bilaterally cancelled by the parties. The contractor has one year after contract termination or expiration to submit their claim to the contracting officer or waives entitlement.

(c) The Government has no obligation to issue Task Orders (TO) to the Contractor beyond the amount specified in paragraph (b) of this clause. Once the conditions of paragraph (b) have been met the Contractor continues to be afforded fair opportunity, as per FAR 16.505(b)(1), to compete for Task Orders issued through the expiration of the Master Contract or termination of the Contractor's Master Contract, whichever occurs first.

## **B.5 PERFORMANCE BASED PREFERENCE**

Through the direction of the Office of Management and Budget (OMB), Office of Federal Procurement Policy (OFPP), performance-based contracting techniques will be applied to Task Orders issued under this contract to the "maximum extent practicable." For information about performance based service contracts, refer to OFPP's Best Practices Handbook located at [www.whitehouse.gov/omb/](http://www.whitehouse.gov/omb/).

Pursuant to FAR 37.102(a)(2), the Ordering Contracting Officer should use performance-based acquisition methods to the maximum extent practicable using the following order of precedence:

- (1) A Firm-Fixed Price Performance-Based Task Order;
- (2) A Performance-Based Task Order that is not Firm-Fixed Price;
- (3) A Task Order that is not Performance-Based.

## **B.6 LABOR CATEGORIES (LCAT or LCATs)**

### **B.6.1 Three Labor Category Types**

To enhance the consistency of labor and service cost/price offers and reporting, the Master Contract provides the Standard IT Service Labor Categories (see Section J-3). These labor categories (LCATs), which are a subset of the Standard Occupational Classifications (SOCs) issued by the Department of Labor (DOL) Bureau, Labor Statistics Division, facilitate the standardization of labor types, descriptions, and rates across the entire contract vehicle. This approach provides the government more accurate cost forecasting, reporting, and tracking. Additionally, the Master Contract also provides for Non-Standard IT Service LCATs and Ancillary Service LCATs, as described below.

The Contractor is always bound by Maximum Rates on labor hours used in all Time-and material (T&M) and Labor Hour (L-H) Task Order contract types, including any T&M and L-H Contract Line Items (CLINS) that may be integrated into a single Task Order among Cost-type and/or Fixed-price CLINS. (See SubSection B.11.5.1 Maximum Rates for Time-and material and Labor Hour Contract Types).

Alliant 2 Small Business GWAC provides the following three (3) types of LCATs:

- (1) Standard IT Service LCATs – This labor category type includes the defined IT Service LCATs (see Section J-3). Each of the defined Standard IT Service LCATs is further stratified to include four (4) skill levels. These may be modified through the term of this Master Contract to accommodate emerging IT Service LCATs as defined by the market. The Contractor shall utilize the Standard IT Service LCATs to the maximum extent possible. Additional Standard IT Service LCATs may be added over the term of this contract if the GSA GWAC Program approved and appended to the contract via modification by the GSA GWAC PCO. (See Section B.6.3).
- (2) Non-Standard IT Service LCATs - This labor category type includes any IT Service labor category that is not listed within the Standard IT Service LCATs (see Section J-3). A Non-standard IT Service LCAT must be approved by the OCO at the Task Order level.
- (3) Ancillary Service LCATs – This labor category type includes ancillary labor support, and does not include any of the defined Standard IT Service LCATs or Non-Standard IT Service LCATs. Ancillary Service LCATs may be used only when the principal purpose of the Task Order is to furnish IT services-based solutions.

The OCO will ensure that additional labor categories are in compliance with Service Contract Labor Standards and Wage Rate Requirements (Construction), and, where applicable, include appropriate clauses and wage determinations consistent with B.7 and/or B.8.

#### **B.6.1.1 Standard IT Service Labor Categories (LCATs)**

Standard IT Service LCATs are the labor categories referenced in Section J-3. They are presented as historically-based relevant positions that support Information Technology (IT) procurement requirements. IT is a dynamic discipline that will likely require additional uniquely defined IT Service labor categories that emerge at some point through the term of this Master Contract. Additional Standard IT Service labor categories may be added by the government via contract modification. The process to recommend the addition of new IT LCATs to the Master Contract is discussed in detail under section B.6.3, Process to add Standard IT Service LCATs to the Master Contract.

- (i) The primary source of the Standard IT Service LCATs is the Department of Labor (DoL) Bureau of Labor Statistics (BLS) Service Occupational System. The Standard Occupational Classification (SOC) system is used by Federal statistical agencies to classify workers into occupational categories for the purpose of collecting, calculating, or disseminating data.
- (ii) The Standard IT Service LCATs (see Section J-3) contains the comprehensive IT Service LCATs required to meet all information technology service based requirements. Therefore, every effort shall be made by the OCOs and Contractors to use the Standard IT Service LCATs (see Section J-3)

#### **B.6.1.2 Non-Standard IT Service LCATs**

Any IT Services LCAT that does not fit within the Standard IT Service LCATs is not approved for use on task orders without approval of the OCO awarding the Task Order.

The Master Contract Standard IT Service LCATs are robust and were written to encompass the broad scope of information technology. Additional labor categories would need to bring to bear skill sets that are so specialized or rare that they are not already encompassed in any existing Master Contract labor category. OCOs may consider additional labor categories on task orders when deemed necessary to provide IT services or an IT services-based solution. OCOs will perform due diligence in determining that Non-standard IT service labor categories are required.

#### **B.6.1.3 Ancillary Service Labor Categories**

The GSA GWAC is to be used by agencies in meeting professional Information Technology service objectives. Use of the non-IT ancillary service LCATs must be (1) integral and necessary; (2) part of a total integrated solution within the scope of the Master Contract; and (3) not a labor category specified in the Master Contract. The Contractor should propose and identify each ancillary support service separately and the OCO should identify each ancillary support service by a separate CLIN on the task order award.

Included in ancillary services may be those LCATs covered under construction and service type employees identified by the Department of Labor wage determinations.

### **B.6.2 Applicability of Labor Category Types and Maximum Rates**

- a. T&M and L-H Task Orders or CLINS: All Labor Category Types indicated in Section B.6.1 (Standard IT Service, Non-Standard IT Service, and Ancillary Service LCATs) shall always apply to T&M and L-H contract type Task Orders and to any T&M and L-H contract type CLINS in Task Orders with multiple contract types. Maximum Rates for Standard IT Services LCATs shall only apply to T&M and L-H contract type Task Orders and to any T&M and L-H contract type CLINS in Task Orders with multiple

contract types. Maximum Rates will not apply to any other contract types, including Cost-Reimbursement and Fixed-price Task Orders or Cost-Reimbursement and Fixed-price CLINS. Maximum Rates for Time- and Material and Labor Hour Contract Types is further addressed in Section B.11.5.1.

b. Other than T&M and L-H Task Orders or CLINS: At the full discretion of the Task Order issuing agency OCO, any Labor Category Type indicated in Section B.6.1 may be used and applied to all other contract types for any Task Order issued under this Master Contract, including Cost-Reimbursement and Fixed-price Task Orders or Cost-Reimbursement and Fixed-price CLINS in Task Orders with multiple contract types; however, the Contractor's labor category's Maximum Rates established from this Master Contract will not apply. Ceiling rates or fixed rates on individual labor categories within a Task Order will be established between the Contractor and the issuing agency OCO. Task Order Ceiling or fixed rates will not change the Contractor's Maximum Rates in the Master Contract.

### **B.6.3 Process to add Standard IT Service LCATs to the Master Contract**

GSA reserves the right to add new IT Service LCAT to the list of Standard IT Service LCATs when determined to be in the best interest of the Government.

As the information technology market evolves, GSA encourages the Contractor and ordering agencies to recommend new IT Service LCAT that they believe should be added to the list of Standard IT Service LCATs. With any new IT Service LCAT, GSA requests a justification narrative be included to provide the rationale for adding the new IT Service LCAT. If approved by the GSA GWAC PCO, the newly adopted IT Service LCAT will be added to the Standard IT Service LCATs and each contract holder will be afforded the opportunity to submit and negotiate labor hour pricing for the new IT Service LCAT. Ultimately, for those Contractors who establish pricing with the GSA GWAC PCO, a contract modification will be executed to add the new Standard IT Service LCAT.

### **B.7 LABOR SUBJECT TO THE WAGE RATE REQUIREMENTS (CONSTRUCTION)**

The Master Contract does not include wage determinations or all applicable clauses for labor categories subject to the Wage Rate Requirements (Construction). Each Task Order must be tailored to include the appropriate clauses and wage determinations. To the extent that construction, alteration, and repair are subject to the wage rate requirements and within scope of a Task Order and the Master Contract, the OCO must identify such work under a separate CLIN on the Task Order and incorporate the appropriate wage determinations in accordance with FAR 22.4, Labor Standards for Contracts Involving Construction.

Any construction, alteration, and repair are only in scope as necessary to offer an integrated information technology solution provided that it is integral to and necessary for the effort stated in the Task Order; and shall be firm fixed price, even if other aspects of the Task Order are of another Task Order type.

### **B.8 LABOR SUBJECT TO THE SERVICE CONTRACT LABOR STANDARDS (SCLS)**

The Master Contract labor categories are considered bona fide executive, administrative, professional labor and generally exempt from the SCLS if used to perform professional IT services, except as noted in Attachment J-3. The Master Contract does not include wage determinations or all applicable clauses for labor categories subject to the SCLS. Each Task Order must be tailored to include the appropriate clauses and wage determinations.

To the extent that any labor is subject to the SCLS and within scope of a Task Order and the Master Contract, the OCO must identify such work under a separate CLIN on the Task Order and incorporate wage determination in accordance with FAR 22.10, Service Contract Labor Standards.

### **B.9 TASK ORDER CONTRACT TYPES**

The GSA Alliant 2 Small Business GWAC is a Multiple Award, Indefinite-Delivery, Indefinite-Quantity (MA-IDIQ) Master Contract for Government-wide information technology service-based requirements that

allows the use of most contract types in Task Orders. Task Order contract types permitted include FAR 16.2 Fixed-price Contracts; FAR 16.3 Cost-Reimbursement Contracts; FAR 16.4 Incentive Contracts; FAR 16.601 Time-and-materials; and FAR 16.602 Labor-hour Contracts. Task orders may also incorporate FAR 17.1 Multi-year Contracting and FAR 17.2 Option periods procuring Commercial-items or Non-commercial items. These contract types can be used singly or in combination within a single Task Order comprising multiple Contract Line Items (CLINS).

## **B.10 ORDER TYPE PREFERENCE**

The Ordering Contracting Officer should determine the Task Order type using the following order of precedence:

- (1) Fixed-Price (all types)
- (2) Cost-Reimbursement (all types)
- (3) T&M or L-H

## **B.11 TASK ORDER PRICING (ALL ORDER TYPES)**

The issuing agency will negotiate cost or pricing with the Contractor and make the determination for cost or price reasonableness for each Task Order type. Adequate price competition at the task order level, in response to an individual requirement, establishes the most accurate, fair, and reasonable pricing for that requirement.

The OCO should identify the applicable contract type for all CLINs in each Alliant 2 Small Business GWAC task order.

When adequate price competition exists (see FAR 15.403-1(b)(1)), generally no additional information is necessary to determine the reasonableness of cost or price. If adequate price competition does not exist and no other exceptions apply (see FAR 15.403-1(b)), the OCO must request a Certificate of Current Cost and Pricing Data in accordance with FAR 15.403-4.

If a Contractor does not have an approved purchasing system, the Contractor shall request and receive OCO consent to subcontract in accordance with FAR 44.201-1(b) Consent to Subcontracts, and FAR 52.244-2, Subcontracts.

### **B.11.1 Fixed Price**

The OCO must determine fair and reasonable pricing for all Fixed-Price Task Orders in accordance with FAR 15.4, Pricing, and FAR 16.2, Fixed-Price Contracts.

### **B.11.2 Cost Reimbursement**

The OCO must determine fair and reasonable pricing, *cost realism*, and analyze and negotiate profit for all Cost-Reimbursement Task Orders, in accordance with FAR 15.4, Pricing, and FAR 16.3, Cost-Reimbursement Contracts.

Contractors are required to have an adequate cost accounting system for Cost Reimbursable type Task Orders in accordance with FAR 16.301-3(a)(1). Contractors will be required to submit a cost proposal with supporting information for each cost element, including, but not limited to, Direct Labor, Fringe Benefits, Overhead, General and Administrative (G&A) expenses, Facilities Capital Cost of Money, Other Direct Costs, and Profit consistent with their cost accounting system, provisional billing rates, and forward pricing rate agreements.

### **B.11.3 Incentive**

Incentives are defined under FAR Subpart 16.4, Incentive Contracts, and other applicable agency-unique

regulatory supplements. The OCO must determine fair and reasonable pricing for all Incentive Task Orders and develop a plan to implement and monitor an Award-Fee, Incentive-Fee, or Award-Term result in accordance with FAR 15.4, Pricing.

#### **B.11.4 Award Fee**

Award fees may be applicable to the Contractor's performance on individual Task Orders. Should an award fee-type Task Order be issued, the total amount of award fee the Contractor may earn over the period of performance will be negotiated before award. The amount of award fee that the Contractor actually earns will be based on an evaluation, as specified in the Task Order, by the Government of the evaluation factors specified in each individual award fee type Task Order. The evaluation of the Contractor's performance on the Task Order and the determination of Task Order award fees will be accomplished with an Award Fee Plan. The Fee Determination Official (FDO) will unilaterally determine the amount of award fee for performance on individual Task Orders.

#### **B.11.5 Time-and material and Labor Hour Contract Types**

Time and Materials (T&M) and Labor Hour (L-H) is defined under FAR Subpart 16.6, T&M and L-H Contracts, and other applicable agency-specific regulatory supplements. The Contractor may provide separate and/or blended loaded hourly labor rates for prime Contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate in accordance with the provisions set forth in FAR 52.216-29, DFARs 252.216-7002 (for DoD Task Orders), FAR 52.216-30, or FAR 52.216-31. The OCO will identify which provision is applicable in the task order solicitation and the Contractor will comply with the provision. T&M and L-H task orders require the Master Contract IT Standard LCATs and their associated rates to be identified in the task order award document. Ancillary subcontract labor shall be proposed and awarded as Materials in accordance with FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts.

##### **B.11.5.1 Maximum Rates for Time-and-Material and Labor Hour Contract Types**

**Maximum Rate Definition:** "Maximum Rate" is a term that applies at the Master Contract level, and is not necessarily a term used at the Task Order level. It represents and establishes maximum allowable labor rates in the form of burdened rates for all IT Standard Service LCATs indicated in this Master Contract. The burdened rates include the direct labor cost, G&A, O/H, fringe benefits, and profit. These Maximum Rates apply exclusively to T&M and L-H contract type orders and proposals. The Master Contract's Maximum Rates are not typically the same rates as the fixed-price labor rates or ceiling labor rates that are established between the Contractor and issuing agency at the Task Order Level.

Based on the specific Task Order requirements, only the agency OCO is authorized to exceed the Master Contract maximum rates for those labor categories if necessary, for example, Top Secret/SCI labor and/or OCONUS locations, etc. The Maximum Rates already include the U.S. Government security classification up through the Secret level. The Contractor shall always provide to the agency OCO the detailed rationale in all instances if and when the Maximum Rates of labor are exceeded.

The burdened T&M maximum rates awarded at initial contract award shall serve as the basis for all future year pricing for those maximum rates. In order to determine future year maximum rate pricing, the originally awarded rates will have an escalation factor applied. This escalation factor will be the average annual Bureau of Labor Statistics (BLS) Employment Cost Index (ECI), "**Table 5: COMPENSATION (NOT SEASONALLY ADJUSTED) for total compensation for private industry workers, by occupational group and Industry, Professional, scientific, and technical services**" - for the previous three years. In Year 5 of the Master Contract, if the average annual ECI for the previous three years is higher than at time of the Master Contract award, the maximum rates for Years 6 through 15 will be adjusted by the difference of percentage increase. For example, if the BLS ECI index was 2.23% at time of proposal submission and the BLS ECI index is 3.16% in Year 5 of the Master Contract, the maximum rates for years 6 through 15 will be adjusted by 0.93% per year on a cumulative basis. If BLS ECI index in Year 5 of the Master Contract is equal to or below the BLS ECI index at time of award, the maximum

rates will remain unchanged. In Year 10 of the Master Contract, if the previous three year average annual BLS ECI index for the previous three years is higher than Year 5 of the Master Contract, the maximum rates for Years 11 through 15 will be adjusted by the difference of percentage increase in accordance with the example above. If the average index in Year 10 is equal to or below the average index in Year 5, the maximum rates will remain unchanged.

The Master Contract Maximum Rates that are in effect at the time a Task Order is awarded shall remain with the Task Order award during the entire term of the Task Order, including Task Orders with option periods.

See Section F.3 Task Order Period of Performance.

#### **B.11.5.2 PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR ORDERS**

Payments under T&M and LH terms (including matters related to subcontractors, materials, indirect costs, etc.) are governed by the applicable Payments Clause in this contract.

#### **B.12 TRAVEL PRICING (ALL ORDER TYPES)**

Contractor personnel may be required to travel to support the requirements of this contract and as stated in individual TOs. Long distance and local travel may be required both in the Contiguous United States (CONUS) and Outside the Contiguous United States (OCONUS). For those TOs requiring travel, the Contractor shall include estimated travel requirements in the proposal as required by the OCO.

If authorized in the task order, travel will be reimbursed at actual cost in accordance with the limitations set forth in FAR Subpart 31.205-46, Travel Costs. Profit shall not be applied to travel costs. To the extent authorized by the task order, contractors may apply indirect costs to travel in accordance with the Contractor's usual accounting practices consistent with FAR 31.2.

The OCO must identify a not-to-exceed travel ceiling under a separate CLIN on the Task Order.

#### **B.13 WORK OUTSIDE THE CONTIGUOUS UNITED STATES (OCONUS)**

Contiguous United States (CONUS) means the 48 contiguous States and the District of Columbia.

OCONUS includes:

- 1) OCONUS. Outside of the contiguous United States
- 2) NON-FOREIGN OCONUS AREA. The states of Alaska and Hawaii, the Commonwealths of Puerto Rico and the Northern Mariana Islands, Guam, and U.S. territories and possessions.

It is anticipated that there may be Task Orders under this contract for work outside the United States. The Contractor will be compensated for work performed OCONUS pursuant to the Task Order. Standard references for OCONUS pricing include:

The U.S. Department of State's Bureau of Administration, Office of Allowances, (<https://aoprals.state.gov/>) publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances for Contractors to follow when proposing on OCONUS efforts. No allowances, other than those listed by the U. S. Department of State, shall be allowed on Task Orders.

The Department of State Standardized Regulations (DSSR) are the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas; however, for Task Orders issued under the Master Contract, Contractor civilians assigned to foreign areas shall not exceed the allowances and benefits in the DSSR as well.



For OCONUS Task Orders where costs are not specifically addressed in the DSSR, the Government will reimburse the Contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures.

#### **B.14 GWAC CONTRACT ACCESS FEE (CAF)**

GSA's operating costs are reimbursed through a Contract Access Fee (CAF) charged on orders placed against the Master Contract. The CAF is paid by the ordering agency, but remitted to GSA by the Contractor. GSA maintains the unilateral right to establish and change the CAF rate. GSA will provide at least a 60 day notice prior to the effective date of any change to the CAF payment process. Changes to the CAF only apply to orders awarded after the change is announced.

The CAF rate, which is 0.75% at time of Master Contract Award, is applied to the total amount reported on each invoice.

Based on the established CAF rate, the Contractor shall include the CAF in each proposal. The Contractor shall include the CAF as a separate cost element on all proposals to the government, regardless of contract type. The CAF shall never be treated as a negotiable element between the Contractor and the ordering agency. The CAF Rate at the time of Task Order Award shall remain the same for that Task Order for the full duration of the Order.

If a customer organization has negotiated a CAF rate based on a special written agreement and/or Memorandum of Agreement by the GWAC Program that is other than the established CAF rate, GSA will provide advance notification.

The Contractor remits the CAF to GSA in accordance with Section G.21.

(END OF SECTION B)

## SECTION C CONTRACT SCOPE OF WORK/PERFORMANCE WORK STATEMENT

### C.1 SCOPE OF WORK OBJECTIVE

The Alliant 2 Small Business GWAC will provide Federal Government agencies with integrated Information Technology (IT) solutions for evolving needs on a global basis. This Master Contract allows for the application of technology to meet business needs including the ability to perform all current, leading edge and/or emerging IT services required to satisfy all IT services requirements anywhere and anytime worldwide.

Integrated IT solutions are comprised of IT components described below in Section C.4, and may be tailored in Task Order Requests to meet agencies' mission needs. Work may be performed at Government and Contractor facilities located throughout the world, as specified in each Task Order, to provide a variety of IT solutions and support services. IT services and solutions within scope of this Master Contract include new, leading edge and emerging technologies that will evolve over the life of the Master Contract as supported by the Federal Enterprise Architecture (FEA), Department of Defense Information Enterprise Architecture (DoD IEA) Reference Models, and the associated reference models.

### C.2 SCOPE OF WORK OVERVIEW

The Master Contract provides maximum flexibility in acquiring an IT services-based solution for any conceivable IT services-based requirement driving government savings through efficiencies and improved reporting data with greater integrity while maintaining an "Anything IT Anywhere" philosophy.

The Master Contract scope includes any and all components of an integrated IT services-based solution, including all current leading edge technologies and any new technologies which may emerge during the Master Contract period of performance. The Master Contract scope also includes IT services-based support of National Security Systems, as defined in FAR 39.002. The Master Contract provides IT Solutions through performance of a broad range of services which may include the integration of various technologies critical to the services being acquired. The foundation of the Scope of Master Contract is built on the most current FEA and DoD IEA Reference Models. (See links under Resources Section C.10). As the definition of IT changes over the lifecycle of the Master Contract with the evolving FEA and DoD IEA models, the scope of the Master Contract will be considered to coincide with the current IT definition at any given time.

By nature of the alignment to FEA and DoD IEA, the Master Contract includes any and all emerging IT components, IT services, and ancillary elements as they arise as required to successfully achieve the agency's mission. Therefore, because technological advances over the term of this Master Contract are inevitable, the scope of this Master Contract takes into consideration that Task Order Requirements are permitted to include any future IT services with their integral and necessary Ancillary IT components and services as they arise during the entire term of this contract.

The scope of the Master Contract includes every conceivable aspect of **IT Services**, including **but not limited to:**

- 3-D Printing Integration
- Big Data
- Cloud Computing
- Context-aware Computing
- Critical Infrastructure Protection and Information Assurance
- Cyber Security
- Data-Centers and Data-Center Consolidation

- Digital Government
- Digital Trust and Identity Integration and Management
- Digitization and Imaging
- Energy and Sustainability Measurement and Management
- Enterprise App Stores and Mobile Security
- Enterprise Resource Planning
- Integration Services
- Internet of Things
- IPV6 migration & upgrades
- IT Helpdesk
- IT Operations and Maintenance
- IT Services for Healthcare
- IT Services for Integrated Total Workplace Environment
- Mobile-Centric Application Development, Operations and Management
- Modeling and Simulation
- Network Operations, Infrastructure, and Service Oriented Architecture
- Open Source Integration and Customization
- Outsourcing IT Services
- Sensors, Devices and Radio Frequency Identification (RFID)
- Software Development
- Virtualization
- Voice and Voice Over Internet Protocol (VOIP)
- Web Analytics
- Web Application & Maintenance
- Web Services
- Web Hosting

### **C.3 FOUNDATION OF THE SCOPE OF WORK**

#### **Overview of Federal Enterprise Architecture Framework (FEAF) and Department of Defense Information Enterprise Architecture (DoD IEA)**

(1) Solutions to Integrated IT requirements are comprised of some or all components and functional areas associated with FEA and DoD IEA and may be tailored to meet agency needs. By aligning the scope of the Master Contract to FEA/DoD IEA users have access to the entire spectrum of current and emerging IT service, all ancillary services, products and personnel required to successfully meet the agency mission.

(2) The Contractor shall promote IT solutions that support Federal government operational requirements for standardized technology and application service components. This shall facilitate integration requirements for broad Federal IT and e-Gov Initiatives, as well as promote the sharing, consolidation, and “re-use” of business processes and systems across the Federal government. The Contractor shall promote the use of open source solutions and open technology development where practicable to enable this “re-use” in accordance with the underlying tenets of FEA/DoD IEA and to address any number of areas of interest within the limits of IT and supporting services and disciplines.

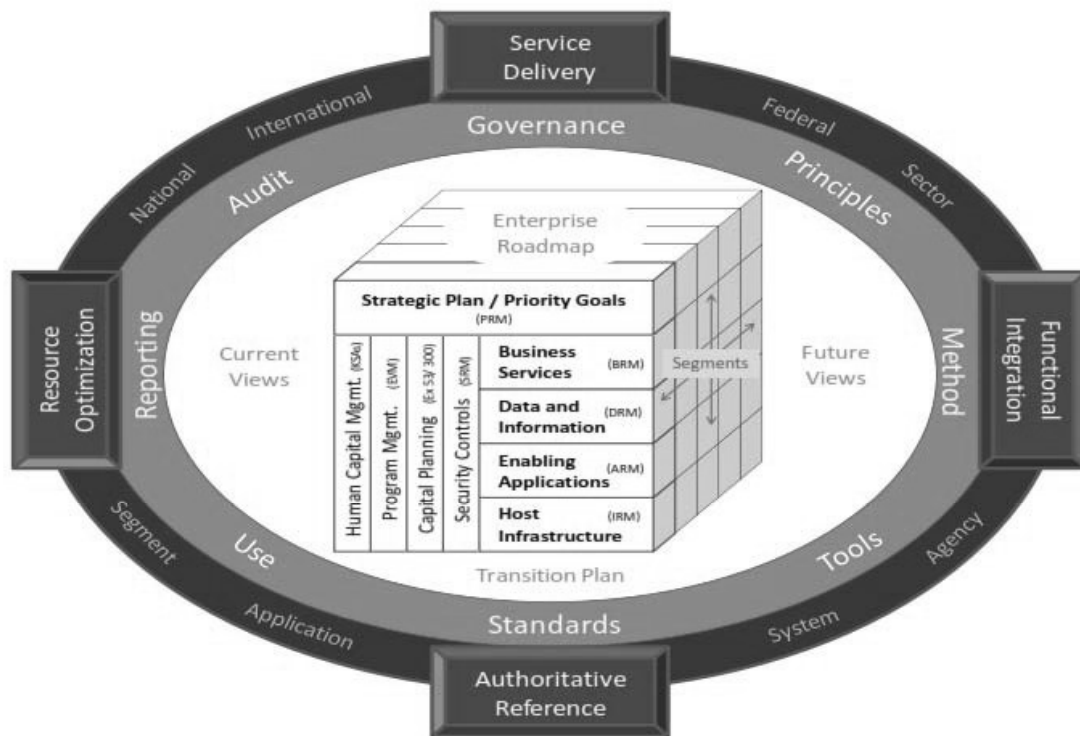


Figure 1 - Federal Enterprise Architecture

The Master Contract leverages the existing FEA and the DoD IEA version 2.0 as the basis of its IT scope.

FEA & DoD IEA represent a well-defined practice for conducting enterprise analysis, design, planning, and implementation, using a holistic approach at all times, for the successful development and execution of strategy. Enterprise architecture applies architecture principles and practices to guide organizations through the business, information, process, and technology changes necessary to execute their strategies. This includes everything from a small mobile application development project to the design, installation and migration to a complex network serving hundreds of thousands of users. These practices utilize the various aspects of an enterprise to identify, motivate, and achieve these changes.

Each reference model represents and includes a number of functional areas required to meet an objective.

### C.3.1 FEA REFERENCE MODEL DETAILED DESCRIPTIONS

Enterprise Architecture (EA) supports planning and decision-making through documentation and information that provides an abstracted view of an enterprise at various levels of scope and detail. The Common Approach to Federal Enterprise Architecture, released in May 2012 as part of the federal CIO's policy guidance and management tools for increasing shared approaches to IT service delivery, presents an overall approach to developing and using Enterprise Architecture in the Federal Government. The Common Approach promotes increased levels of mission effectiveness by standardizing the development and use of architectures within and between Federal Agencies. This includes principles for using EA to help agencies eliminate waste and duplication, increase shared services, close performance gaps, and promote engagement among government, industry, and citizens.

The Federal Enterprise Architecture Framework v2 describes a suite of tools to help government planners implement the Common Approach. At its core is the Consolidated Reference Model (CRM), which equips OMB and Federal agencies with a common language and framework to describe and analyze investments. It consists of a set of interrelated “reference models” that describe the six sub architecture domains in the framework:

- Strategy
- Business
- Data
- Applications
- Infrastructure
- Security

These are designed to facilitate cross-agency analysis and the identification of duplicative investments, gaps and opportunities for collaboration within and across agencies. Also, by applying all six reference models, agencies can establish a line of sight from the strategic goals at the highest organizational level to the software and hardware infrastructure that enable achievement of those goals. Collectively, the reference models comprise a framework for describing important elements of federal agency operations in a common and consistent way.

To apply the framework to an agency’s specific environment, the agency should develop a set of “core” artifacts to document its environment within the framework presented by the CRM. Each subarchitecture domain represents a specific area of the overall framework and has particular artifacts, based on EA best practices, which are described and recommended in the Framework and Artifacts document. The type and depth of documentation actually used by the agency should be guided by the need or detail and answers to questions about requirements, applicable standards, timeframes, and available resources.

The real value to the agency of developing an Enterprise Architecture is to facilitate planning for the future in a way that transforms the government while making it more efficient. The agency can use the EA process to describe the enterprise as it currently is and determine what the enterprise should look like in the future, so that it can make plans to transition from the current state to the future state. The Collaborative Planning Methodology provides steps for planners to use throughout the planning process to flesh out a transition strategy that will enable the future state to become reality. It is a simple, repeatable process that consists of integrated, multi-disciplinary analysis that involves sponsors, stakeholders, planners, and implementers.

The agency will create an Enterprise Roadmap to document the current and future architecture states at a high level and presents the transition plan for how the agency will move from the present to the future in an efficient, effective manner. The agency’s Enterprise Roadmap combines the artifacts developed for the EA, both current and future state versions, with a plan developed through the Collaborative Planning Methodology. This creates awareness, visibility and transparency within an organization to facilitate cross-organization planning and collaboration. It maps strategy to projects and budget and helps identify gaps between investment and execution, as well as dependencies and risks between projects.

All in all, the Federal Enterprise Architecture Framework v2 helps to accelerate agency business transformation and new technology enablement by providing standardization, analysis and reporting tools, an enterprise roadmap, and a repeatable architecture project method that is more agile and useful and will produce more authoritative information for intra- and inter-agency planning, decision making, and management.

### **Overview of the Collaborative Planning Methodology (CPM)**

Planning is done to affect change in support of an organization’s Strategic Plan, and the many types of planners (e.g., architects, organization and program managers, strategic planners, capital planners, and other planners) must work together to develop an integrated, actionable plan to implement that change. Planning should be used to determine the exact changes that are needed to implement an organization’s

Strategic Plan, enable consistent decision-making, and provide measurable benefits to the organization. In short, an organization's Strategic Plan should be executed by well-rounded planning that results in purposeful projects with measurable benefits.

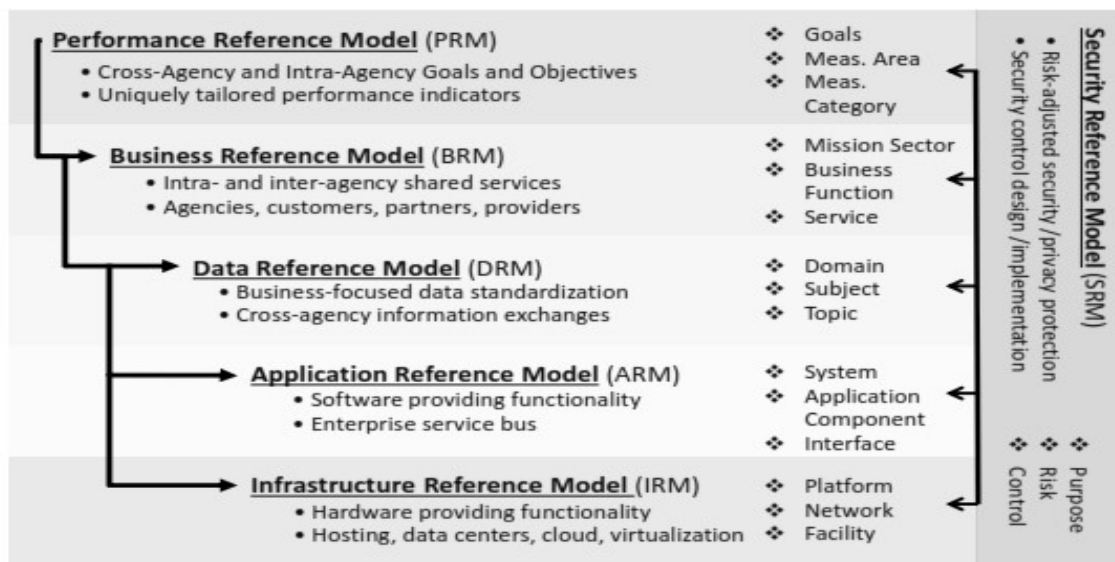
In today's environment, which demands more efficient government through the reuse of solutions and services, organizations need actionable, consistent, and rigorous plans to implement Strategic Plans and solve priority needs. These integrated plans should support efforts to leverage other Federal, state, local, tribal, and international experiences and results as a means of reusing rather than inventing from scratch. Plans should be consistent and rigorous descriptions of the structure of the organization or enterprise, how IT resources will be efficiently used, and how the use of assets such as IT will ultimately achieve stated strategies and needs.

### **Consolidated Reference Models**

The Consolidated Reference Model of the FEA equips OMB and Federal agencies with a common language and framework to describe and analyze investments. It consists of a set of interrelated "reference models" designed to facilitate cross-agency analysis and the identification of duplicative investments, gaps and opportunities for collaboration within and across agencies. Collectively, the reference models comprise a framework for describing important elements of federal agency operations in a common and consistent way. Through the use of the FEA and its vocabulary, IT portfolios can be better managed and leveraged across the federal government, enhancing collaboration and ultimately transforming the Federal government.

The five reference models in version 1 the FEA have been regrouped and expanded into six in the current version of the FEA.

## **Consolidated Reference Model (CRM)**



With edits for brevity, the following reference model **summarized** descriptions were taken from OMB's *FEA Consolidated Reference Model Document Version 2. dated January 29, 2013.*

**Significantly more detail about the structure, taxonomy, and associated methods of the reference models is available at**

**[http://www.whitehouse.gov/sites/default/files/omb/assets/egov\\_docs/fea\\_v2.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/egov_docs/fea_v2.pdf)**

The motivating purpose of adopting The FEA as scope guidance is to help establish business driver alignment with any number of the reference models which support all possible underlying technologies required to meet an agency objective as well as offering the baseline for the technical vocabulary required in any given task.

### **Performance Reference Model (PRM)**

The PRM is designed to provide linkage between investments or activities and the strategic vision established by agencies and the Federal government. Historically, linking information management investments and activities has been anecdotal due to a lack of standard approach to describing Agency and cross agency performance attributes. The GPRA Modernization Act of 2010 requires the government to publish performance information through a central web site and make strategic plans and performance reports available in machine readable formats. This advance enables more comprehensive and consistent linking of investments and activities to Agency strategic goals and objectives, Agency priority Goals, Cross Agency Priority goals and management areas of focus. The PRM leverages the requirements of the GPRA Modernization Act to establish mechanisms to link directly to the authoritative performance elements published in compliance with the law and provides the means for use of future developments in the mandated central performance website Performance.gov.

There are three areas to the Performance Reference Model. The first is the Goal. This enables grouping of investments and activities through a common and authoritative framework established by agencies in compliance with OMB direction and the GPRA Modernization Act. It allows the identification of common performance elements across investments or activities, and in the future will enable cross platform information linkages between systems such as Performance.gov and the IT Dashboard.

This linkage provides the logical relationships necessary to consistently provide much richer insights into details of the supported performance areas than previously feasible.

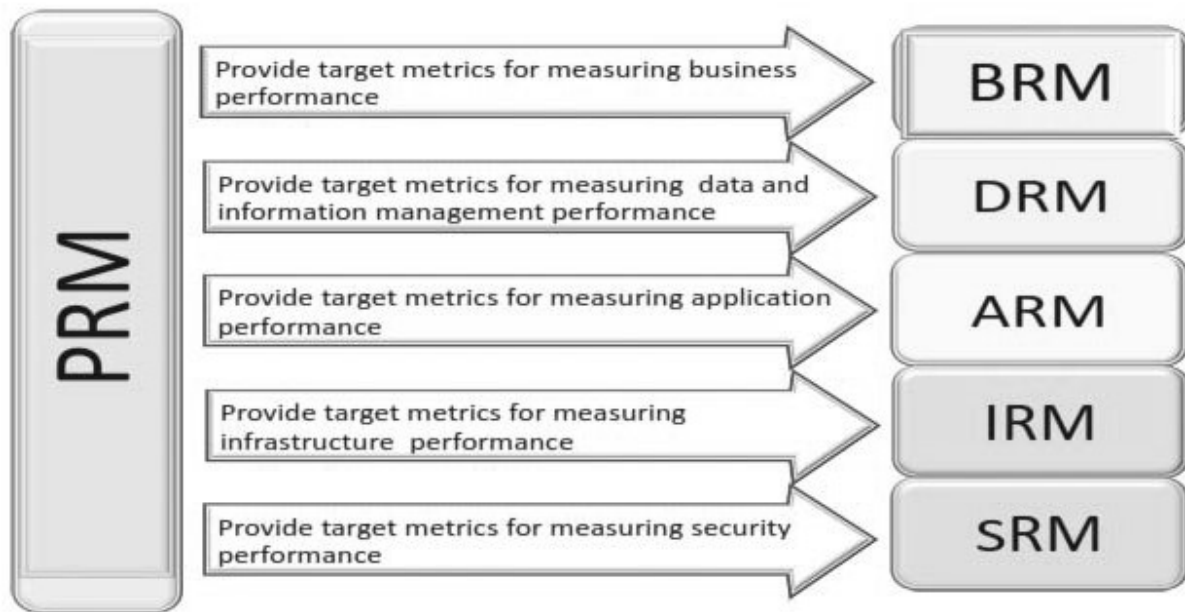
The second area of the Performance Reference Model is Measurement Area. This describes the manner in which the investment or activity supports the achievement of the supported performance element identified by the Agency Goal. Measurement Areas apply to the more detailed performance indicators associated with the investment or activity rather than the functions of the investment or activity. Investment or activity performance indicators should have a clear linkage to the activities, of course, but it is important to recognize that investments or activities may align to multiple measurement areas.

The third area, Measurement Category, refines Measurement Area. Any Measurement Category may be applied to any Goal.

The PRM, like all other reference models, is intended to work in concert with other reference models. The combined descriptive qualities of the multiple perspectives afforded by assigning different reference model perspectives to investments or activities can provide rich insights into what, why and how the investments or activities are undertaken. Previous versions of the PRM included mission function characteristics that were redundant to the BRM. In this version of the PRM the Measurement Category codes have been streamlined to better identify the means by which performance is achieved. Including BRM and PRM mappings with an investment or activity provides information about the strategic basis (why) through the Agency Goal, the means (how) through the measurement category, and the mission functions involved (what) through the BRM taxonomy. Additional mappings to other reference models provide further context for the investment or activity with the SRM providing information about risk, the DRM about the information involved and the ARM and IRM providing the technical details about the implementation.

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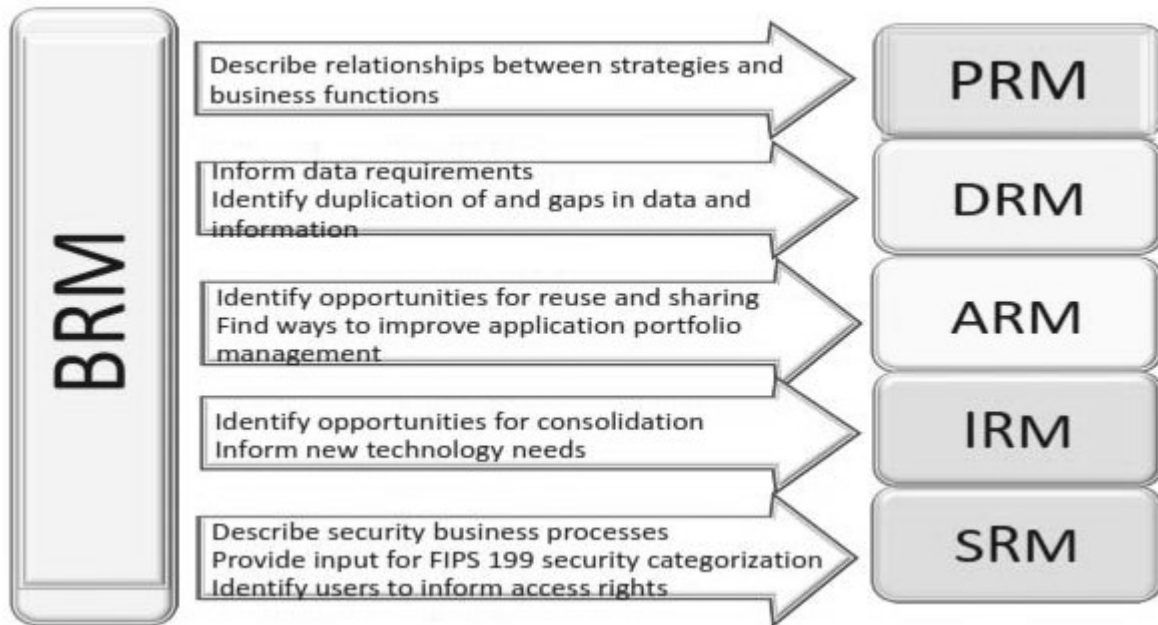
### **Business Reference Model (BRM)**

The BRM is a classification taxonomy used to describe the type of business functions and services that are performed in the Federal Government. By describing the Federal Government using standard business functions rather than an organizational view, the BRM promotes cross-government collaboration. It enables business and IT leaders to discover opportunities for cost savings and new business capabilities that help to achieve strategic objectives. The BRM describes the “What we do” of the Federal enterprise through the definition of outcome-oriented and measurable functions and services.

While the BRM provides a standardized way of classifying government functions, it is only a model; its true utility and value is realized when it is applied and effectively used in business analysis, design and decision support that help to improve the performance of an agency, bureau or program.

BRM is informed by the PRM and informs the other reference models. At the high level, the BRM relationship and tie-in to the other reference models is illustrated in the following table:





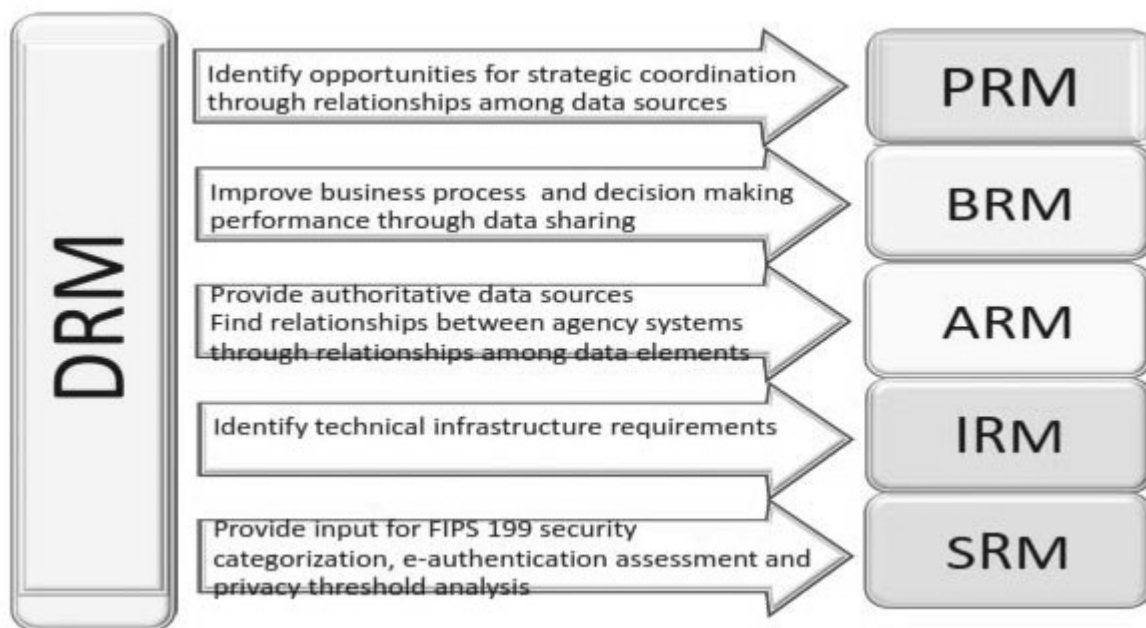
The BRM forms a key part in delivering expected outcomes and business value to an organization. By using a standard taxonomy to classify functions, investments, programs, services and other elements across the Federal Government, the BRM is useful in identifying opportunities for cost reduction, collaboration, shared services, and solution reuse in agency IT portfolios and intra- and inter-agency collaboration.

#### **Data Reference Model (DRM)**

The DRM's primary purpose is to promote the common identification, use, and appropriate sharing of data/information across the federal government. The DRM is a flexible and standards-based framework to enable information sharing and reuse via the standard description and discovery of common data and the promotion of uniform data management practices. The DRM provides a standard means by which data may be described, categorized, and shared, and it facilitates discovery and exchange of core information across organizational boundaries.

As a reference model, the DRM is presented as an abstract framework from which concrete implementations may be derived. The DRM's abstract nature will enable agencies to use multiple implementation approaches, methodologies and technologies while remaining consistent with the foundational principles of the DRM.

The DRM is closely linked with the other five reference models of the Consolidated Reference Model Framework. At the high level, the DRM relationship and tie-in to the other reference models is illustrated in the following table:



The DRM provides guidance for agencies to leverage existing Data Assets across the government. The DRM increases the Federal government's agility in drawing out the value of information as a strategic asset. This reference-able, conceptual approach facilitates information sharing and reuse across the Federal government.

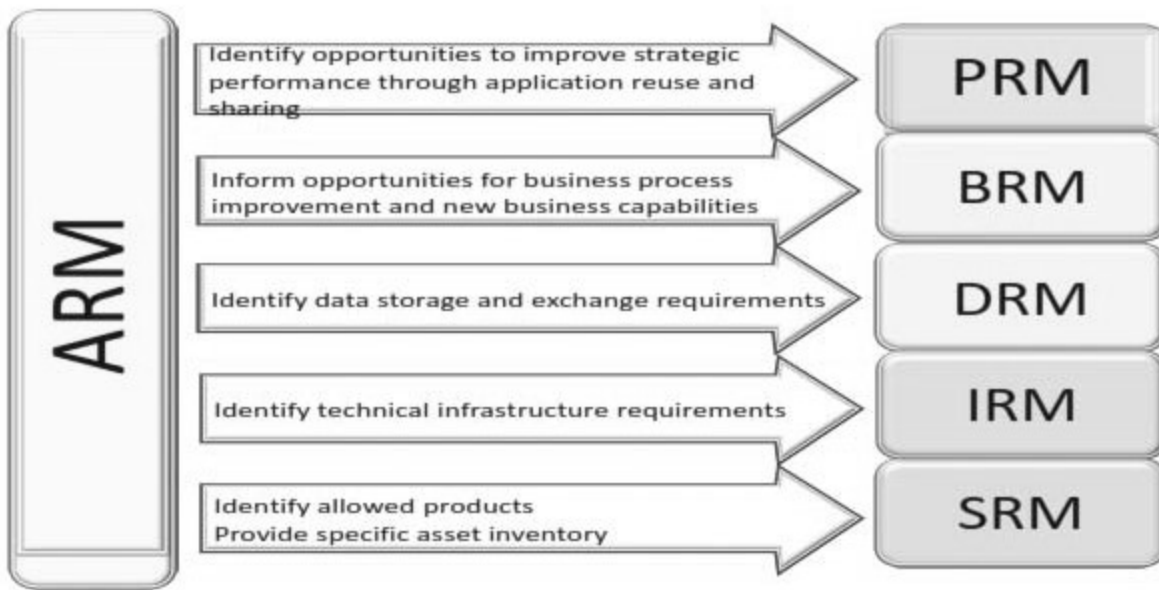
#### **Application Reference Model (ARM)**

The purpose of the ARM is to provide the basis for categorizing applications and their components. As agencies map their current and planned Information Systems to the ARM categories, gaps and redundancies will become evident, which will aid in identifying opportunities for sharing, reuse, and consolidation or renegotiation of licenses. This information may be used in conjunction with the other Reference Models to identify these opportunities.

For the purposes of the CRM, Application is defined as: Software components (including websites, databases, email, and other supporting software) resting on Infrastructure that, when aggregated and managed, may be used to create, use, share, and store data and information to enable support of a business function.

The ARM is a categorization of different types of software, components and interfaces. It categorizes software that supports or may be customized to support business. It does not include operating systems or software that is used to operate hardware (e.g. firmware) because these are contained in the IRM. It also does not contain mission-specific categorizations for systems because that information can be obtained from mappings to the BRM.

The ARM is closely linked with the other five reference models of the Consolidated Reference Model Framework. At the high level, the ARM relationship and tie-in to the other reference models is illustrated in the following table:



### **Infrastructure Reference Model (IRM)**

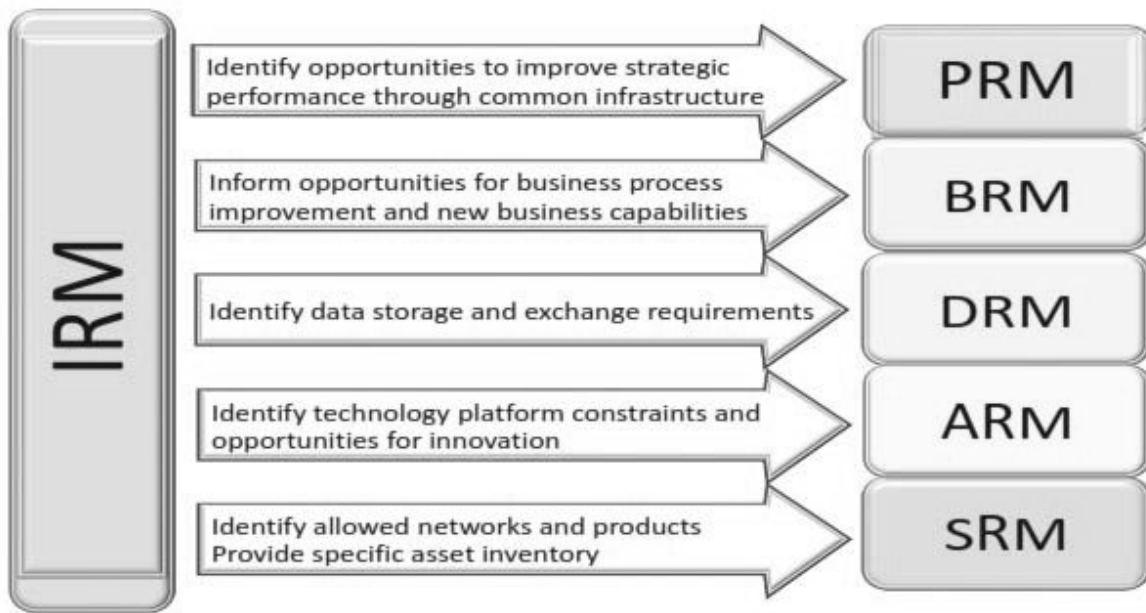
The IRM is the taxonomy based reference model for categorizing IT infrastructure and the facilities and network that host the IT infrastructure. The IRM supports definition of infrastructure technology items and best practice guidance to promote positive outcomes across technology implementations.

For the purposes of the CRM, Infrastructure is defined as: The generic (underlying) platform consisting of hardware, software and delivery platform upon which specific/customized capabilities (solutions, applications) may be deployed.

The IRM implementation enables sharing and reuse of infrastructure to reduce costs, increase interoperability across the government and its partners, support efficient acquisition and deployment, and enable greater access to information across enterprises.

In addition to providing a categorization schema for IT infrastructure assets, the IRM enables analysis of IT infrastructure assets at a Department or Agency level as well as at a Federal Government level. In the Federal context, the IRM is adopted and used to conduct Government-wide analysis of IT infrastructure assets and to identify consolidation initiatives. In the Department or Agency context, the IRM is used to drive good IT infrastructure asset management practices such as identifying end-of-life assets before they affect the mission of an organization and to identify opportunities for sharing and consolidating infrastructure.

The IRM is closely linked with the other five reference models of the Consolidated Reference Model Framework (CRM). At the high level, the IRM relationship and tie-in to the other reference models is illustrated in the following table:



### **Security Reference Model (SRM)**

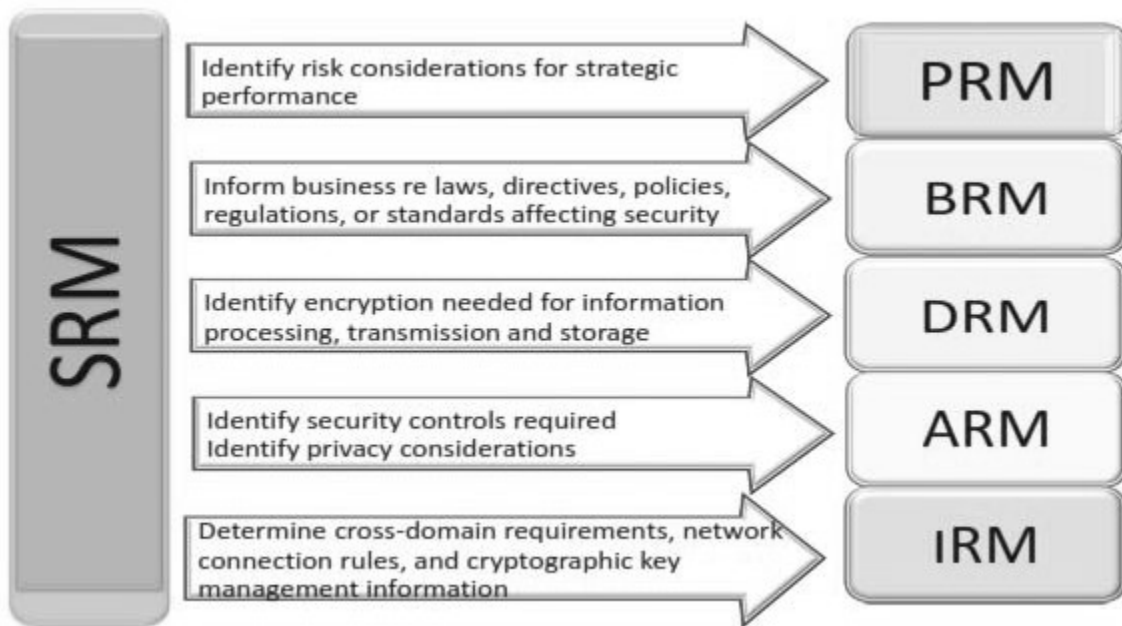
Security is integral to all architectural domains and at all levels of an organization. As a result, the SRM must be woven into all of the sub-architectures of the overarching EA across all the other reference models and it must be considered up and down the different levels of the Enterprise. Enterprise Architecture Governance is the perfect place for security standards, policies, and norms to be developed and followed, since it is an enforcement point for Information Technology investments.

The SRM allows architects to classify or categorize security architecture at all scope levels of the Federal Architecture: International, National, Federal, Sector, Agency, Segment, System and Application. At the highest levels, the SRM is used to transform federal laws, regulations, and publications into specific policies. At the segment level, the SRM is used to transform department specific policies into security controls and measurements. At the system level, it is used to transform segment controls into system specific designs or requirements. Each level of the SRM is critical to the overall security posture and health of an organization and/or system.

The SRM helps business owners with risk-based decision-making to achieve security objectives by understanding the purpose and impact of security controls on business processes or IT systems.

Security integration across layers of the architecture is essential to ensure the protection of information and IT assets. Security must start at the business layer and work its way down to the application and infrastructure layers.

At the high level, the SRM relationship and tie-in to the other reference models is illustrated below:



Linking security and privacy to agency enterprise architecture, including agency performance objectives, business processes, data flows, applications and infrastructure technologies, ensures that each aspect of the business receives appropriate security and privacy considerations. Additionally, addressing security and privacy through enterprise architecture promotes interoperability and aids in the standardization and consolidation of security and privacy capabilities.

#### C.4 COMPONENTS OF AN IT SOLUTION

The Contractor shall provide Infrastructure and related services, Applications and related services, and IT Management Services to support agencies' integrated IT solution requirements.

In order to provide a common framework for defining and understanding the components of an IT solution, this section will refer to terminology included in the FEA and DoD IEA. Usage of this terminology or structure is not required within individual Orders placed on this contract.

The Contractor shall promote IT solutions that support Federal government operational requirements for standardized technology and application service components. This shall facilitate integration requirements for broad Federal IT and e-Gov initiatives, as well as promote the sharing, consolidation, and "re-use" of business processes and systems across the Federal government. The Contractor shall promote the use of open source solutions and open technology development where practicable to enable this re-use.

Within each section below, an overview of the contract solution and service offerings is provided, followed by work to be performed relative to Order requirements. Components of an IT solution indicated in this Scope are not meant to be all-inclusive, but rather general indications of the types of services and goods within a given category. Other services and goods not listed, which adhere to the definition for each section are also within scope.

##### C.4.1 Infrastructure

Infrastructure includes hardware, software, licensing, technical support, and warranty services from third party sources, as well as technological refreshment and enhancements for that hardware and software.

This section is aligned with the FEA/DoD IEA , which describes these components using a vocabulary that is common throughout the entire Federal government. Infrastructure includes complete life cycle support for all hardware, software, and services represented above, including planning, analysis, research and development, design, development, integration and testing, implementation, operations and maintenance, information assurance, and final disposition of these components. The services also include administration and help desk functions necessary to support the IT infrastructure. Infrastructure serves as the foundation and building blocks of an integrated IT solution. It is the hardware which supports Application Services and IT Management Services; the software and services which enable that hardware to function; and the hardware, software, and services which allow for secure communication and interoperability between all business and application service components.

Infrastructure services facilitate the development and maintenance of critical IT infrastructures required to support Federal government business operations. This section includes the technical framework components that make up integrated IT solutions. One or any combination of these components may be used to deliver IT solutions intended to perform a wide array of functions which allow agencies to deliver services to their customers (or users), whether internal or external, in an efficient and effective manner.

#### **C.4.1.1 Service Access and Delivery**

These components are responsible for facilitating the end-to-end collection and distribution of data that is either entered or requested by a user. These components include all functions necessary to communicate in a client-server environment. Examples of these components include, but are not limited to:

- Web browsers
- Virtual Private Network (VPN)
- Remote Authentication Dial-In User Service (RADIUS)
- Peer-to-peer
- Section 508 compliance
- HyperText Transfer Protocol (HTTP)
- File Transfer Protocol (FTP)
- Simple Mail Transfer Protocol (SMTP)

#### **C.4.1.2 Service Platform and Infrastructure**

These components include all functions necessary for processing and storing data. These components provide and manage the resources available for Application Services. Examples of these components include, but are not limited to:

- Desktops, laptops, servers, mainframes, routers, switches, and printers.
- Asynchronous Transfer Mode (ATM) and T1
- Digital Subscriber Line (DSL), Ethernet, Windows/UNIX, Java/.NET
- Web server/portal
- Database, data storage, data warehouse
- *Software development tools*
- Testing, modeling, versioning, and configuration management.

#### **C.4.1.3 Component Framework**

These components consist of the design of application or system software that incorporates interfaces for interacting with other programs and for future flexibility and expandability. These components define higher level logical functions to provide services in a way that is useful and meaningful to users and other Application Services. Examples of these components include, but are not limited to:

- Digital certificates, biometrics;
- *Business logic*: JavaScript, Visual Basic

- *Data interchange*
- Simple Object Access Protocol (SOAP)
- Resource Description Framework (RDF)
- *Data management*
- Structured Query Language (SQL), Open DataBase Connectivity (ODBC), and OnLine Analytical Processing (OLAP).

#### **C.4.1.4 Service Interface and Integration**

These components define the discovery, interaction and communication technologies joining disparate systems and information providers. Application Services leverage and incorporate these components to provide interoperability and scalability. Examples of these components include, but are not limited to:

- Messaging-Oriented Middleware (MOM)
- Object Request Broker (ORB)
- Enterprise Application Integration (EAI)
- EXtensible Markup Language (XML)
- Electronic Data Interchange (EDI)
- Web Services Description Language (WSDL)
- Universal Description, Discovery and Integration (UDDI)

#### **C.4.2 Application Services**

Application Services provide support for all applications and collaborative service capabilities. These services include support for developing and implementing enterprise and departmental-level applications. These applications may be “cross-cutting” in nature, with inter-related service processing components extending across/beyond the enterprise, or unique to a particular agency/department’s mission requirements.

The Contractor shall promote, to the maximum extent practicable use of commercially available technologies (e.g. Commercial Off-the-Shelf (COTS) and non-developmental items) to support Federal government agencies’ IT solution requirements. The Contractor shall provide competencies to employ agencies’ enterprise architectures (EAs) as required by individual Orders, to support IT solutions development and implementation and alignment with the FEA.

Application Services include complete life cycle support, including planning, analysis, research and development, design, development, integration and testing, implementation, operations and maintenance, information assurance, and final disposition.

The Contractor shall provide Applications Services for systems required to support unique agency and departmental-level mission requirements, as specified in individual Orders. These services include support for existing and/or new/emerging mission requirements.

The following represents either components of applications or capabilities which Application Services will support. Each particular area includes, but is not limited to, support for the described functions.

##### **C.4.2.1 Customer Services**

*Customer Relationship Management (CRM):* All aspects of the CRM process, including planning, scheduling, and control activities involved with service delivery. The service components facilitate agencies’ requirements for managing and coordinating customer interactions across multiple communication channels and business lines.

*Customer Preferences:* Customizing customer preferences relative to interface requirements and information delivery mechanisms (e.g., personalization, subscriptions, alerts and notifications).

*Customer Initiated Services:* Initiating service requests and seeking assistance from government agencies via online communication channels (e.g., online help, tutorials, self-service, reservation/registration, multilingual support, scheduling).

#### **C.4.2.2 Process Automation**

*Tracking and Workflow:* Automated routing, tracking, and management of documents (e.g., process tracking, case management, and conflict resolution).

*Routing and Scheduling:* Automated distribution and scheduling activities (e.g., inbound/outbound correspondence management).

#### **C.4.2.3 Business Management**

*Process Management:* Development and implementation of standard methodologies and automated process management systems, to facilitate agencies' requirements for managing and monitoring activities surrounding their core business operations (e.g., change management, configuration management, requirements management, program/project management, governance/policy management, quality management, risk management).

*Organizational Management:* Collaboration and communication activities (e.g., workgroup/groupware, network management).

*Investment Management:* Selecting, managing, and evaluating agencies' investments and capital asset portfolios (e.g., strategic planning/management, portfolio management, performance management).

*Supply Chain Management:* All aspects of supply chain management, from the initial sourcing phase through customer delivery (e.g., procurement, sourcing management, inventory management, catalog management, ordering/purchasing, invoice tracking, storefront/shopping cart, warehouse management, returns management, logistics/transportation).

#### **C.4.2.4 Digital Asset Services**

*Content Management:* Content development, maintenance, updates, and distribution (e.g., content authoring, content review/approval, tagging/aggregation, content publishing/delivery, syndication management).

*Document Management:* Capturing, indexing, and maintaining documents (e.g., document imaging, optical character recognition (OCR), document revisions, library/storage, review/approval, document conversion, indexing/classification).

*Knowledge Management:* Collecting and processing data from multiple sources and generating information to support business requirements (e.g., information retrieval, information mapping/taxonomy, information sharing, categorization, knowledge engineering, knowledge capture/distribution/delivery, smart documents).

*Records Management:* Administration of official government records (record linking/association, record storage/archival, document classification, document retirement, digital rights management).

#### **C.4.2.5 Business Analytical Services**

*Analysis and Statistics:* Applying analysis and statistics to examine/resolve business issues (e.g., mathematical, structural/thermal, radiological, forensics).

*Visualization:* Transforming data into graphical or image form (e.g., graphing/charting, imagery, multimedia, mapping/geospatial/elevation/global positioning systems (GPS), computer-aided design (CAD)).



*Knowledge Discovery:* Identifying and extracting information from multiple data source containing files stored in various formats (e.g., data mining, modeling, simulation).

*Business Intelligence:* Collecting information relevant to historical, existing, or future business needs (e.g., demand forecasting/management, balanced scorecard, decision support planning).

*Reporting:* Generating reports derived from single or multiple data sources (e.g., ad hoc reporting, standardized/canned reporting, OLAP).

#### **C.4.2.6 Back Office Services**

*Data Management:* Creating, using, processing, and managing data resources (e.g., data exchange, data mart, data warehouse, metadata management, data cleansing, extraction and transformation, data recovery).

*Human Resources:* Recruitment, training, and management of government personnel (e.g., recruiting, career development/retention, time reporting, awards/benefit management, retirement management, education/training, travel management).

*Financial Management:* Government financing and accounting activities (e.g., billing and accounting, credit/charge, expense management, payroll, payment/settlement, debt collection, revenue management, internal controls, auditing, activity based management, currency translation).

*Asset/Material Management:* Acquisition and management of Federal government assets (property/asset management, asset cataloging/identification, asset transfer/allocation/maintenance, facilities management, computers/automation management).

*Development and Integration:* Development and integration of systems across diverse operating platforms (e.g., legacy integration, enterprise application integration, data integration, instrumentation/testing, software development).

*Human Capital/Workforce Management Development and Integration:* Planning and supervisory operations surrounding government personnel (e.g., resource planning/allocation, skills management, workforce directory/locator, team/organization management, contingent workforce management).

#### **C.4.2.7 Support Services**

*Security Management:* Ensuring desired levels of protection for Federal systems, data, and related assets are achieved (e.g., identification/authentication, access control, encryption, intrusion detection, verification, digital signature, user management, role/privilege management, audit trail capture/analysis).

*Collaboration:* Communications, messaging, information sharing, scheduling and task management activities (e.g., email, threaded discussions, document library, shared calendaring, task management).

*Search:* Searching, querying, and retrieving data from multiple sources (e.g., precision/recall ranking, classification, pattern matching)

*Communications:* Voice, data, and video communications in multiple formats and protocols (e.g., real time chat, instant messaging, audio/video conferencing, event/news management, community management support, computer/telephony integration, voice communications).

*Systems Management:* All aspects of systems management (e.g., software distribution/license management, configuration/installation, remote systems control, enhancements/service updates, system resource monitoring, helpdesk support/issue tracking).

*Forms Management:* Creating, managing, and processing online forms to support business operations (e.g., forms creation, modification).

#### **C.4.2.8 DoD IEA Mission Area Support**

The Master Contract provides support for the DoD IEA reference models relating DoD's specialized mission, business, and program areas. Though the DoD IEA is an emerging standard, policy and procedures have been formalized for maintaining, evolving, and using the DoD IEA reference models.

The DoD IEA reference models leverage existing DoD standards and reflect the alignment with the FEA. The Master Contract includes IT support services for DoD's Global Information Grid (GIG) architecture, Business, Warfighter, Intelligence, and Enterprise Information Environment (EIE) mission areas.

#### **C.4.3 IT Management Services**

IT Management Services provide support for operations and IT resource management requirements across the Federal government. These services encompass support for all strategic planning, management, and control functions integral to IT initiatives. The IT Management Services provide the foundational support to effectively align IT requirements with Federal government business operations.

IT Management Services provide support for all government lines of business, functions, and service components that comprise the FEA PRM and BRM.

IT Management Services shall enable the development and implementation of enhanced governance capabilities, to efficiently and effectively support government agencies' mission requirements and service delivery operations. The services include, but shall not be limited to, support for the following functions:

##### **C.4.3.1 Controls and Oversight**

Development and implementation of management controls and systems required by agencies to evaluate, manage, and monitor program performance relative to IT initiatives (e.g., agency, program, and project-level performance plans for IT initiatives; performance measures to support evaluation and reporting requirements for IT initiatives in compliance with FEA/DoD IEA PRM standards, etc.).

##### **C.4.3.2 Risk Management and Mitigation**

Identification of risk and preparation of risk management plans for IT projects, initiatives, and ongoing operations. Contingency planning to ensure continuity of IT operations and service recovery during emergency events (e.g., risk assessments to determine contingency planning requirements for IT operating environments; develop/maintain contingency, Continuity of Operations (COOP), and disaster recovery plans for IT components, develop/implement emergency preparedness systems).

##### **C.4.3.3 Regulatory Development**

Facilitate the development of IT policies, guidelines and standards to facilitate implementation of Federal laws and regulations. The services include support for development, implementation and maintenance of systems to support agencies' IT regulatory development, compliance, and enforcement activities (e.g., monitoring/ inspection/auditing of IT regulated activities to ensure compliance).

##### **C.4.3.4 Planning and Resource Allocation**

Facilitate the planning of IT investments, as well as determine and manage managing overall IT resources to efficiently and effectively support agencies' mission operations. This service area includes, but shall not be limited to support for the following functions:

*Budget Formulation/Execution:* Facilitate the integration of budgets and plans, at agency and departmental levels, to effectively link IT functions, activities, and resources with mission objectives.

*Capital Planning:* Facilitate the selection, management, and evaluation of IT investments relative to Federal government agencies' overall capital asset portfolios.

*Enterprise Architecture (EA):* Development and use of EA work products to manage current and future needs of Federal government business operations (i.e., "baseline" and "target" architectures). The services include transition planning and migration support for all EA components (e.g., business, information, application, and technology architectures), to advance the development and implementation of "core EA capabilities." The services shall provide support relative to Federal government mandates for measuring and reporting on the completion and usage of EA programs, as well as evaluating results for E-Gov alignment and implementation of Federal lines of business and other cross-governmental initiatives (e.g., SmartBUY, IPv6, HSPD-12).

*Strategic Planning:* Facilitate the effective alignment of IT requirements/ Information Resource Management (IRM) plans with strategic business plans and program initiatives.

*Management Improvements:* Development and implementation of improved systems and business practices to optimize productivity and service delivery operations (e.g., analysis, and implementation of improvements in the flow of IT work and program processes and tool utilization, including business system analysis, identification of requirements for streamlining, re-engineering, or re-structuring internal systems/business processes for improvement, determination of IT solution alternatives, benchmarking).

#### **C.4.3.5 IT Security**

Development and implementation of management, operational, and technical security controls required by agencies to assure desired levels of protection for IT systems and data are achieved (e.g., establishment of policy/procedures in support of Federal IT security requirements, conduct risk assessments to identify threats/vulnerabilities for existing/planned systems; support Federal mandates for measuring and reporting compliance, perform certification and accreditation (C&A) activities; provide training services to promote awareness and knowledge of compliance responsibilities for Federal IT security requirements).

#### **C.4.3.6 System and Network Controls**

Facilitate the planning, development, implementation, and management of system and network control mechanisms to support communication and automated needs. Facilitate the planning, organizing, coordinating, and controlling of the arrangement of the elements of protection and monitoring capabilities, and incident recovery actions of the information environment. The process takes configuration orders; status reports; and operational and functional performance requirements as inputs and provides performance capabilities and service and infrastructure controls as outputs.

System and network controls are controlled by environment standards such as policy and operational guidance. The service control requirements enable network controls and operational performance capabilities.

### **C.4.4 Cloud Computing**

The following is an excerpt from the most recent NIST guidance:  
Special Publication 800-146, Cloud Computing Synopsis and Recommendations

The full document can be obtained at <http://csrc.nist.gov/publications/PubsSPs.html>

Cloud computing is a model for enabling convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This

cloud model is composed of five essential characteristics, three service models, and four deployment models.

### Cloud Essential Characteristics

**On-demand self-service:** A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service's provider.

**Broad network access:** Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, tablets, laptops, and workstations).

**Resource pooling:** The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.

**Rapid elasticity:** Capabilities can be rapidly and elastically provisioned, in some cases automatically, to scale rapidly outward and inward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time.

**Measured Service:** Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.

### Cloud Service Models

**Cloud Software as a Service (SaaS):** The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**Cloud Platform as a Service (PaaS).** The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provide. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

**Cloud Infrastructure as a Service (IaaS).** The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

All currently emerging and future Cloud Computing as Service offerings, such as "X" as a Service, are within the Scope.

#### **C.4.5 Big Data & Big Data Analytics**

NIST is currently in working groups concerning this subject and released a preliminary definition during the October 2014 working Group conference. The following is excerpt from that preliminary release. The full content can be viewed at through the following web site:  
<http://bigdatawg.nist.gov/ieee.php>

Big data consists of advanced techniques that harness independent resources for building scalable data systems when the characteristics of the datasets require new architectures for efficient storage, manipulation, and analysis.

Big data is where the data volume, acquisition velocity, or data representation limits the ability to perform effective analysis using traditional relational approaches or requires the use of significant horizontal scaling (more nodes) for efficient processing.

#### **C.5 ANCILLARY SUPPORT: SERVICES, SUPPLIES AND CONSTRUCTION**

The Contractor may provide ancillary support as necessary to offer an integrated IT services-based solution. The ancillary support described here may only be included in a Task Order when it is integral to and necessary for the IT services-based effort. Ancillary support may include, but is not limited to, such things as: clerical support; data entry; subject matter expertise; server racks, mounts, or similar items; and construction, alteration, and repair to real property; and Telecommunications, Wireless, and Satellite services and goods.

(i) The Ordering Contracting Officer (OCO) may allow, and the Contractor may propose, a labor category or labor categories in support of ancillary products and/or support services at the Task Order level not identified in the Standard IT Service LCAT labor category list, provided that the Contractor complies with all applicable contract clauses and labor laws, including the Service Contract Labor Standards or the Wage Rate Requirements (Construction) and Related Acts, if applicable. *See Section B.7 and B.8 for additional contract requirements.*

(ii) An OCO's inclusion of new labor categories in support of ancillary support services labor categories in a Task Order does not require PCO approval.

#### **C.6 CONTRACT SECURITY REQUIREMENTS**

The Contractor shall abide by all contract cybersecurity requirements located in *Sections H.6, H.7, Attachment J-2*, and related federal policy, and other contract security requirements in *Sections H.8 and H.9*. These requirements cover minimum security standards for select Contractor systems, the handling of Government sensitive data and information technology, Contractor security clearances, and Homeland Security.

#### **C.7 PERFORMANCE WORK STATEMENT (PWS)**

##### **C.7.1 Master Contract PWS**

The Master Contract is a stand-alone Performance-based Acquisition (PBA) independent from Task Order PBA requirements. The PWS is limited to (1) Achieving minimum sales requirements as noted in Section H.19; (2) Post award contract administration performance and reporting requirements noted throughout Section G and Section H.

Critical performance standards are established for the Master Contract in Section J-5 Performance Requirements Summary (PRS). The PRS listings of Performance Objectives indicate the performance level required by the Government to meet the Master Contract requirements. The standards shall be measurable and structured to permit an assessment of the Contractor's performance whereby the results may be written into the Contractor Past Performance Assessment Reporting System. The Government

may request the Contractor to develop a Quality Control Plan in response to a Quality Assurance Surveillance Plan (QASP) that would be developed and implemented by the GSA for some of the PRS Performance Objectives sometime at or after award of the Master Contract.

### **C.7.2 Task Order PWS**

For Task Orders issued under the Master Contract, it is the federal agency OCO that develops and executes their own PWS and PBA methods independent of the Master Contract PWS and PBA requirements. The OCO may use PBA methods to the maximum extent practicable using the following order of precedence: (1) Firm-Fixed-Price Performance-Based Task Order (2) Performance-Based Task Order that is not Firm-Fixed-Priced.

## **C.8 INNOVATIVE SOLUTIONS**

The Contractor should approach agency Task Order requirements with technical proposals offering the most innovative solutions possible leveraging the flexibility provided by FEA encompassed in the scope of this Master Contract. The choice to align scope with FEA allows for a "Greenfield Approach" to the adoption of new technologies and innovative solution approaches in both technology and acquisition as they emerge to meet the rapidly changing and demanding dynamic IT services requirements of the federal Government today and in the future.

The Government strongly encourages the Contractor to also continuously prospect for and establish specialized subcontracting relationships and partnerships, especially with small businesses, to further leverage commercially driven emerging and leading edge technologies in support of providing the needed innovation in solving the federal Government's IT services procurement requirements.

## **C.9 SERVICES NOT IN SCOPE**

The Contractor shall not accept or perform work for a task order having the PRIMARY purpose of:

1. An ancillary support service, see Section C.5.
2. A requirement that primarily uses employees not employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR Part 541 and/or employees primarily employed as labor or mechanics as defined in FAR Subpart 22.401.
3. Inherently Governmental Functions as defined in FAR Subpart 2.101(b).
4. Personal Services as defined in FAR Subpart 2.101(b).
5. Architect & Engineering (A&E) Services as defined in FAR Subpart 2.101(b) and subject to the Brooks Architect-Engineers Act (40 U.S.C. 1102).
6. Armed Guards or,
7. Hazmat Abatement.

## C.10 SCOPE REFERENCES AND RESOURCES

The following resources are offered in support of the overall concept and scope of the Master Contract:

- (i) FEA Reference Model: <http://www.whitehouse.gov/omb/e-gov/fea>
- (ii) DoD IEA Reference Model:  
<http://dodcio.defense.gov/InTheNews/DoDInformationEnterpriseArchitecture.aspx>.
- (iii) FPDS PSC Manual: [https://www.acquisition.gov/?q=Acquisition\\_Systems](https://www.acquisition.gov/?q=Acquisition_Systems)
- (iv) DoL BLS SOCs: <http://www.bls.gov/soc/>
- (v) The Occupational Information Network (O\*NET) System (<http://www.onetonline.org/>) - is a comprehensive database of occupational competency profiles. The O\*NET system is based on the Standard Occupational Classification (SOC) system and also provides information on additional detailed occupations within a SOC category in selected instances.
- (vi) Definition of Information Technology (IT)
  - Federal Acquisition Regulations (FAR) Information Technology is defined in FAR Subpart 2.101(b) [http://www.acquisition.gov/far/current/html/Subpart 2\\_1.html](http://www.acquisition.gov/far/current/html/Subpart%202_1.html)
  - Clinger-Cohen Act <http://www.gsa.gov/graphics/staffoffices/Clinger.htm>

(END OF SECTION C)

## **SECTION D PACKAGING AND MARKING**

### **D.1     PRESERVATION, PACKAGING, PACKING, AND MARKING**

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container or each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering agency and the contractor.

### **D.2     PACKING LIST**

A packing list or other suitable shipping document shall accompany each shipment and shall indicate:

- (a) Name and address of the consignor
- (b) Name and complete address of the consignee
- (c) Government order or requisition number
- (d) Government bill of lading number covering the shipment (if any)
- (e) Description of the material shipped, including item number, quantity, number of containers, package number (if any), and weight of each package

### **D.3     UNCLASSIFIED AND CLASSIFIED MARKING**

Unclassified data shall be prepared for shipment in accordance with requirements set forth in the Order, or if none is specified, pursuant to industry standards.

Classified reports, data, and documentation shall be prepared for shipment in accordance with requirements set forth in the Order, or if none is specified, pursuant to the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

### **D.4     SOFTWARE AND MAGNETIC MEDIA MARKINGS**

Packages containing software or other magnetic media shall be marked in accordance with requirements set forth in the Order, or if none is specified, shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

(END OF SECTION D)



## SECTION E INSPECTION AND ACCEPTANCE

### E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The 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/>

The following clauses apply to the Master Contract and may apply at the Task Order level, as applicable, depending upon the contract type of the Task Order, or as specifically referenced in the applicable Task Order:

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM
52.246-2	INSPECTION OF SUPPLIES— FIXED PRICE	AUG 1996	X		
52.246-2	ALTERNATE I	JUL 1985	X		
52.246-2	ALTERNATE II	JUL 1985	X		
52.246-3	INSPECTION OF SUPPLIES— COST REIMBURSEMENT	MAY 2001		X	
52.246-4	INSPECTION OF SERVICES— FIXED PRICE	AUG 1996	X		X
52.246-5	INSPECTION OF SERVICES— COST REIMBURSEMENT	APR 1984		X	
52.246-6	INSPECTION— TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001			X
52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT— FIXED PRICE	AUG 1996	X		
52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT— COST REIMBURSEMENT	MAY 2001		X	
52.246-8	ALTERNATE I	APR 1984		X	
52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR 1984	X	X	
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC 2014	X	X	X
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984	X	X	
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984	X		

(End of Clause)

## **E.2 CONTRACTING OFFICER REPRESENTATIVE**

The OCO may designate COR(s) for task orders issued under this contract. Designated CORs shall participate in the administration of the Task Orders issued under this contract by evaluating contractor performance, inspecting and accepting services for the Government, and providing a report of inspection as well as contractor performance assessments to the Contracting Officer. This designation does not include authority to direct and/or authorize the contractor to make changes in the scope or terms and conditions of the Task Order without written approval of the Contracting Officer. The contractor shall be notified in writing by the Contracting Officer of the name, duties, and limitations of the CORs by means of the COR Designation Letter.

Task Order Contracting Officers should provide their agency specify Inspection and Acceptance and Quality Assurance requirements within their Task Orders.

## **E.3 INSPECTION AND ACCEPTANCE**

The following section applies to Contractor obligations at the Master Contract level.

Inspection of the deliverables provided hereunder shall be made by the GSA GWAC Contracting Officer's Representative (COR) or any Inspectors designated by the Contracting Officer. The place of inspection for reports required under this contract shall be at the addresses for deliverables set forth in Section F. Final acceptance of deliverables shall be made by the GSA GWAC COR designated in the contract.

### **E.3.1 General Acceptance Criteria**

General quality measures, as set forth below, will be applied to each work product received from the contractor under this statement of work.

- Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this contract.

File Editing - All text and diagrammatic files shall be editable by the Government.

- Format - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission, unless otherwise specified herein. Hard copy formats shall follow any specified Directives or Manuals.
- Timeliness - Work Products shall be submitted on or before the due date specified herein or submitted in accordance with a later scheduled date determined by the Government.

## **E.4 QUALITY ASSURANCE**

The GSA GWAC COR over the Master Contract or designated inspector/Quality Assurance Evaluator(QAE) will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the GSA GWAC COR will not relieve the Contractor of the responsibility for complying with the requirements of this Statement of Work. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by GSA GWAC COR. The Contractor shall not construe any letter of

acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

(END OF SECTION E)

## SECTION F DELIVERIES OR PERFORMANCE

### F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The following clauses shall apply unless otherwise designated at the Task Order level. 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>.

The following clauses apply at the Order level, as applicable, subject to specific delivery and performance requirements as set forth in the applicable Order:

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM
52.211-8	TIME OF DELIVERY	Jun 1997	X	X	X
52.211-8	ALTERNATE I	APR 1984	X	X	X
52.211-8	ALTERNATE II	APR 1984	X	X	X
52.211-8	ALTERNATE III	APR 1984	X	X	X
52.211-9	DESIRED AND REQUIRED TIME OF DELIVERY	JUN 1997	X	X	X
52.211-9	ALTERNATE I	APR 1984	X	X	X
52.211-9	ALTERNATE II	APR 1984	X	X	X
52.211-9	ALTERNATE III	APR 1984	X	X	X
52.211-11	LIQUIDATED DAMAGES – SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT	SEP 2000	X		
52.242-15	STOP-WORK ORDER	AUG 1989	X	X	
52.242-15	ALTERNATE I	APR 1984		X	
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984	X		
52.247-34	F.O.B. DESTINATION	NOV 1991	X		
52.247-35	F.O.B. DESTINATION WITH CONSIGNEES PREMISES	APR 1984	X		

### F.2 MASTER CONTRACT ORDERING PERIOD

The ordering period of this contract is from (To Be Determined) through (To Be Determined). (inclusive of all options, if exercised).

The contract ordering period for the Master Contract is from the date of the Notice-To-Proceed through 5 years thereafter, with one, 5-year option that may extend the cumulative term of the contract to 10 years

in accordance with FAR 52.217-9, Option to Extend the Term of the Contract, if exercised. The Contractor's pricing submitted for Contract Year One will coincide with the Notice To Proceed, effective date.

After the Master Contract ordering period expires, the Master Contract will remain an active contract until the final task order performance is completed and shall govern the terms and conditions with respect to active task orders to the same extent as if it were completed during the Master Contract ordering period.

### **F.3 TASK ORDER PERIOD OF PERFORMANCE**

The period of performance for each Order placed under the Master Contract shall be specified in the individual Order. All the following conditions apply:

- 1) Under no circumstances may an Order be placed under the Master Contract if the Master Contract has expired, or has been terminated or cancelled by the Government;
- 2) No Orders may exceed ten (10) years, inclusive of options, from the date that the Order is placed;
- 3) No Orders may extend more than five (5) years after the expiration of the Master Contract;
- 4) Order options, if included at initial issuance of the Order, may be exercised after the expiration date of the Master Contract; and
- 5) Notwithstanding anything to the contrary above, a multi-year Order placed under the Master Contract must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.

### **F.4 TASK ORDER TRANSITION PLANS**

At the end of the period of performance, the incumbent Contractor shall transition activities to the incoming Contractor with minimal disruption of services to the government. The Contractor shall maintain sufficient qualified staff to meet all requirements of this effort. The Contractor shall submit a written phase-out plan unless designated otherwise by the OCO.

### **F.5 PLACE OF PERFORMANCE**

The services to be provided under the Master Contract shall be accomplished at the locations identified in the task order and may include locations in the Contiguous United States (CONUS) and Outside the CONUS (OCONUS).

The place of performance and/or delivery requirements will be specified in each individual Order.

### **F.6 PERFORMANCE STANDARDS UNDER THE ALLIANT 2 SMALL BUSINESS MASTER CONTRACT**

The Alliant 2 Small Business GWAC is a performance based contract with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with Section F.7 Deliverables, and Section J-5 Performance Requirements Summary.

Cost type Task Orders: Adequate Cost Accounting Systems are mandatory for performing Cost Type Task Orders under the Alliant 2 Small Business GWAC.

### **F.7 DELIVERABLES**

The following table contains deliverables required under the Master Contract. Individual Orders may have additional deliverables specified in each Order by the issuing agency. The Government does not waive its right to request deliverables under the Master Contract, even if such requirements are not

specifically listed in this table.

ID	SECTION	DELIVERABLE TITLE	FREQUENCY	DELIVER TO
1	G.8	Contractor Contract Management Personnel <ul style="list-style-type: none"> <li>Identify the Program Manager</li> <li>Replacements identified</li> </ul>	Within thirty (30) calendar days after the Notice to Proceed and/or any vacancy	A2SB@gsa.gov and Government Designated Reporting System (GDRS)
2	G.10	Contractor GWAC Webpage <ul style="list-style-type: none"> <li>Established GWAC webpage</li> <li>Conformed contract and redacted modifications posted to webpage</li> </ul>	Within thirty (30) calendar days after the Notice to Proceed and Master Contract modifications issued	Contractor Webpage
3	G.11	Insurance	Within thirty (30) calendar days after the Notice to Proceed and annually by the 1st calendar day of each new Contract Year.	A2SB@gsa.gov
4	G.12	Labor Category Cross-walk Matrix <ul style="list-style-type: none"> <li>Initial Submission of Matrix</li> <li>Periodic Updates to Matrix</li> </ul>	<ul style="list-style-type: none"> <li>Within thirty (30) calendar days after the Notice to Proceed</li> <li>Responses are due within thirty (30) calendar days of GSA requesting an update</li> </ul>	A2SB@gsa.gov
5	G.14.1	Establish a shared company email address	Within thirty (30) calendar days after the Notice to Proceed	A2SB@gsa.gov
6	G.20.1	GWAC Data Calls <ul style="list-style-type: none"> <li>Task order award</li> <li>Task order protest</li> <li>Other data</li> </ul>	Within 3 business days of event and/or request	A2SB@gsa.gov
7	G.20.2	GWAC Transactional Data	<ul style="list-style-type: none"> <li>(applicable to all Invoices)</li> </ul> Due by the 30th calendar	GDRS

		<ul style="list-style-type: none"> <li>• Invoices (all)</li> <li>• Zero \$ Invoices</li> <li>• CAF Payment</li> <li>• Missing or Inaccurate Data</li> </ul>	<p>day after the month in which the invoice(s) were either remitted or paid by the client</p> <ul style="list-style-type: none"> <li>• (applicable to Zero Invoices) Due by the 30th calendar day after the month in which the invoice(s) were either remitted or paid by the client</li> <li>• (applicable to CAF) Due by the 30th calendar day after the month in which the invoice(s) was reported</li> <li>• Data corrections are due within ten (10) calendar days, or as directed by the GWAC Program</li> </ul>	
8	G.21	CAF	CAF must be paid within the month that invoices are reported in the GDRS.	Pay.gov via the GDRS
9	G.22.1	Subcontract Reporting	By the 30 <sup>th</sup> calendar day after each contract year	GDRS
10	G.24.4	Notice Required for Ownership Changes and Change of Name Agreements	Within 30 calendar days of the DCAA/DCMA or Cognizant Contracting Officer (CCO) signed Modification with the related attachments/ agreements for an Ownership Change, Name Change, and other company changes in status such as DUNS/CAGE code numbers.	A2SB@gsa.gov and GDRS

11	G.25.1	Task Order Closeout Verification/Validation	Within 6 months after task order period of performance ends	GDRS
12	G.26	Master Contract Closeout <ul style="list-style-type: none"> <li>• Corrections requested to the Government Designated Reporting System data</li> </ul>	Responses are due within ten (10) calendar days of the requested information	GDRS

#### **F.8 NOTICE TO THE GOVERNMENT OF DELAYS**

(a) In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or any date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the Contracting Officer's Representative, in writing, giving pertinent details, provided that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

(b) If the Contractor fails to respond in a timely manner to any portion of this contract, delay will be attributed to the Contractor. Although the period of performance may change due to the delay, the price may be subject to a downward adjustment.

(c) If the Government delays performance of this contract, the period of performance and/or price may be revised upon mutual agreement between the Government and the Contractor.

(END OF SECTION F)



## **SECTION G CONTRACT ADMINISTRATION**

### **G.1 GENERAL**

This section provides contract administration requirements for the GSA GWAC, and where applicable, for each Task Order placed under this Master Contract. Additional contract administration requirements, not related to the Master Contract, may be specified in each Task Order.

### **G.2 AUTHORIZED AGENCIES AND DELEGATION OF PROCUREMENT AUTHORITY**

#### **G.2.1 Authorized Agencies**

The Master Contract is available for use by all Federal agencies and other entities as listed in General Services Administration (GSA) Order ADM 4800.2I, Eligibility to use GSA Sources And Supply; as amended. The GSA Order is publicly available and accessible for review on GSA's website <http://www.gsa.gov/portal/directives>.

#### **G.2.2 Delegation of Procurement Authority**

Federal buyers who wish to use the Alliant 2 Small Business GWAC must receive and will benefit from Alliant 2 Small Business GWAC contract overview training leading to a written Delegation of Procurement Authority ("DPA or "delegation"). A written DPA authorizes warranted contracting officers to become Ordering Contracting Officers (OCOs), and is required prior to awarding and for administering Orders.

The OCO training and written delegation requirements are beneficial because DPAs provide a clearly structured understanding of roles and responsibilities between the Master Contract Contracting Officer(s) and OCOs, resulting in a positive take away for all stakeholders. The training and DPA arise out of GSA's obligations to the Office of Management and Budget, are consistent with Section 865 of the Duncan Hunter National Defense Authorization Act of 2009, P.L. 110-417 ("DHNDAA" or "NDAA 2009") and are in-line with the related recommendation of the Acquisition Advisory Panel/SARA Panel (authorized by Section 1423 of the Services Acquisition Reform Act of 2003).

While delegation can only be granted to warranted Contracting Officers, all individuals (i.e. project managers, program officials, etc.) involved with a Task Order are encouraged to participate in the training.

No work may be performed; no debt or obligation accrued and no payment may be made except as authorized by a bona-fide written order signed by an OCO having a written Alliant 2 Small Business GWAC DPA.

### **G.3 GWAC OMBUDSMAN**

In accordance with FAR 16.505 (a)(10) no protest under \$10,000,000 is authorized in connection with the issuance or proposed issuance of an order under a Task-Order Contract or Delivery-Order Contract, except for a protest on the grounds that the order increases the scope, period of performance, or maximum value of the Contract.

Subject to GSAR 552.216-74, GSA designates an Ombudsman to this GWAC Master Contract. For the purposes of Master Contract, the primary duties of the GSA Ombudsman, as it concerns GSA GWACS, is to review complaints from Contractors and ensure that they are afforded a fair opportunity for consideration in the award of task orders consistent with the procedures of the Master Contract.

### **G.4 ROLES AND RESPONSIBILITIES**

This section describes the roles and responsibilities of Government personnel after the Master Contract is

awarded. The Government may modify the roles and responsibilities at any time during the period of performance of the Master Contract.

#### **G.4.1 GWAC Procuring Contracting Officer (PCO)**

The GWAC PCO is the sole and exclusive government official with actual authority to award the Master Contract. After award of the Master Contract, the GWAC PCO may delegate any or all of the contract administration functions, described in FAR 42.302, to a GWAC ACO and a GWAC COR to assist in the technical monitoring or administration of a contract.

In the event that the designated GWAC PCO is unavailable to sign a contract action, GSA reserves the right to authorize another warranted Contracting Officer to execute official contracting documents on their behalf.

#### **G.4.2 GWAC Contracting Administrative Contracting Officer (ACO)**

Duties of the GWAC Administrative Contracting Officer are pursuant to 42.302 (exclusive of FAR 42.302(b)) and as outlined in the designation letter issued by the GWAC PCO.

Responsibilities not specifically delegated to the GWAC ACOs by the GWAC PCO shall be reserved for the GWAC PCO.

#### **G.4.3 GWAC Program Manager**

The Government has appointed a GWAC Program Manager who will perform various programmatic functions for the overall success of the Alliant 2 Small Business GWAC Program. The GWAC Program Manager has no actual, apparent or implied authority to bind the Government for any government funding, acts or omissions.

The role of the GWAC Program Manager is to represent programmatic interests during the period of performance of the Alliant 2 Small Business GWAC. The GWAC Program Manager is responsible for strategic planning that leads to the continuous effort of exploring new "value add" offerings through the Alliant 2 Small Business GWAC, to facilitate the process of acquiring competitive complex integrated IT solutions for agency customers as easy as possible. This is done by assessing the Information Technology (IT) market, working closely with federal agencies and gaining insight on customer needs and buying trends, and by also working closely with industry to stay abreast of innovation in the IT service space.

The GWAC Program Manager will be involved in many of the below activities, but not limited to:

- Speak at various federal IT acquisition events providing the public insight and awareness of the Alliant 2 Small Business GWAC Program & Contract.
- Coordinate and moderate the Program Management Review (PMR), and Co-chair Shared Interest Group (SIG) meetings with industry.
- Provide group presentations to Contractor outreach team members, Marketing, Capture Managers, and Contractors' teaming partners, if requested.
- Provide mentoring/guidance to Contractors on how to successfully market the GWACs.
- Review and assess Contractor marketing and outreach efforts.
- Coordinate and conduct customer visits including viable leads provided by the Contractors.
- Collect and disseminate Contractor feedback on GWAC Program process improvements, government system enhancements/upgrades, and technical refreshments.
- Address and work with poor performing Contractors, including those Contractors not meeting the aggregate dollar Task Order revenue goals, and other contractor performance metrics.

The GWAC Program Manager does not hear, address or resolve any issues concerning contractual legal matters. The Contractor shall address Task Order matters directly with the Task Order OCO and address

Master Contract matters directly with the GSA GWAC PCO/ACO.

#### **G.4.4 GWAC Contracting Officer's Representative (COR)**

The GSA GWAC COR supports the GSA GWAC PCO and the ACO in the general management of the program. The Alliant 2 Small Business GWAC Program Manager serves as the GSA GWAC COR, unless re-designated by the PCO.

The GSA GWAC COR is responsible for: monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the PCO changes in requirements; interpreting the statement of work and any other technical performance requirements; performing technical evaluation as required; performing technical inspections and acceptances required by this contract; and, assisting in the resolution of technical problems encountered during performance.

A letter of designation issued to the GSA GWAC COR, a copy of which is sent to the Contractor, states his/her responsibilities and limitations. The GSA GWAC COR's authority does not include the ability to authorize work not already in the contract or to modify the terms and conditions of the contract.

The GSA GWAC COR is responsible for the receipt and acceptance of the GWAC payment and reporting system (Government designated reporting system (GDRS)) deliverables and reports.

The GSA GWAC COR's responsibilities include, but are not limited to:

- Ensure overall accuracy of the transactional data (with support of the various quality evaluators)
- Keep current the IT Service LCAT Matrix
- Coordinate the review of new IT Service LCAT requests
- Approve Contractor press releases and marketing brochures concerning the Master Contract
- Act as point of contact for Contractors for GSA system issues, i.e., e-Library, e-Buy, GSA Assist systems.
- Assist in the collection of Overdue Contract Access Fee
- Confirm that all invoices have been accurately reported for Expired Task Orders (with support of the various quality evaluators)
- Other duties as indicated in the GSA GWAC PCO's COR Designation Letter (letter copied to Contractor).

All other contract administration functions not listed and specifically delegated above remain the responsibility of the GWAC PCO/ACO. The Government may unilaterally change its GSA GWAC COR designation.

#### **G.4.5 GWAC Quality Assurance Evaluators**

GWAC Quality Assurance Evaluators (QAE) are subject matter experts (SMEs), identified by the GWAC COR, responsible for Contractor communication and training, and provide quality assurance reviews of, but not limited to, the following:

- 1) Government designated reporting system (GDRS) Training and Problem Resolution
- 2) Data Calls and Transactional Data Reviews
- 3) CAF Reconciliation

The GSA GWAC COR may identify one or more government and/or Contractor support personnel to serve as GWAC QAEs to ensure the effective management of the GSA GWAC Program.

## **G.5 DIRECT ACQUISITION AND ASSISTED ACQUISITION**

For purposes of this contract, Direct Acquisition is defined as whenever an outside agency, other than GSA, places an Order against the GSA Alliant 2 Small Business GWAC. Whenever GSA conducts an acquisition on the behalf of another agency, or within GSA, using the Alliant 2 Small Business GWAC, this is termed Assisted Acquisition.

## **G.6 TASK ORDER ORDERING CONTRACTING OFFICER (OCO)**

As described in Section G.2, only an authorized user, who is a delegated OCO, may place and administer a Task Order under the Master Contract.

The OCO for each Task Order is the sole and exclusive government official with actual authority to take actions which may bind the Government for that Task Order.

## **G.7 TASK ORDER CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The OCO may designate a Contracting Officer's Representative (COR) or Contracting Officer Technical Representative (COTR) to perform specific administrative or technical functions for their specific Task Orders.

The specific rights and responsibilities of the COR or COTR for each Task Order shall be described in writing, which upon request, shall be provided to the Contractor. A COR/COTR has no actual, apparent, or implied authority to bind the Government.

## **G.8 CONTRACTOR PROGRAM MANAGER FOR THE GWAC MASTER CONTRACT**

The Master Contract-level program management support costs, to include the Contractor's Program Manager, encompass support for Master Contract-level management, reporting requirements (See Section F, Deliveries or Performance) and related travel and meeting attendance costs associated with the Contractor's program management staff. As a result, these program management support indirect costs shall be charged in accordance with disclosed practices and shall not be proposed as separate labor categories on any Task Order. The Master Contract-level "program management" support costs are differentiated from individual Task Order "Task Order Manager" or "Project Manager" support costs, which are to specifically support project management for individual Task Orders.

The Contractor's corporate management structure shall guarantee senior, high-level, program management of the Alliant 2 Small Business GWAC Program. The Contractor shall assign a dedicated Program Manager to represent the Contractor primary point-of-contact to resolve program, contractual, and technical issues, perform administrative duties, and other functions that may arise relating to the Master Contract and Task Orders solicited and issued under the Master Contract. The Program Manager is considered a Key Personnel and shall be a direct employee of the company as explained below.

The Contractor Program Manager duties include, but are not limited to:

- Representing the Contractor as point-of-contact for the PCO to help resolve issues and perform other functions that may arise relating to the contract and task orders under the contract;
- Advising and assisting Alliant 2 Small Business GWAC customers regarding the technical scope of the Master Contract and the overall attributes of the Alliant 2 Small Business GWAC;
- Promoting the Alliant 2 Small Business GWAC to the Federal government through participation in trade shows, conferences, and other meetings where federal government has a significant presence;
- Promoting Contractor identity as Alliant 2 Small Business GWAC contract holder by using the GSA logo in advertising, placing these identifiers in printed and in on-line communications; displaying Alliant 2 Small Business GWAC promotional placards; and, disseminating Alliant 2 Small Business GWAC marketing materials.

- Educating and training Contractor staff to ensure that they are able to effectively communicate with existing and potential customers regarding the technical scope, the value, and the benefits of the Alliant 2 Small Business GWAC;
- Providing all reporting information required under the contract accurately and in a timely manner;
- Attending meetings and conferences, as required; and,
- Serving as the primary focal point within the Contractor's organization on all matters pertaining to this contract.
- The current Contractor Program Manager on this contract is listed on the Contractor's GSA GWAC web page.

The Contractor Program Manager on this contract is listed on the Contractor's Alliant 2 Small Business GWAC website.

Names, email addresses, and telephone numbers of the Program Manager shall be emailed to the ACO at A2SB@gsa.gov within 30 days of the Notice to Proceed. The Contractor shall ensure that the ACO has current points-of-contact information for the Contractor's Program Manager. All costs associated with the key personnel shall be at no direct cost to the Government.

## **G.9 ELECTRONIC ACCESS TO CONTRACT**

The Government intends to post a conformed version of the Master Contract on its Alliant 2 Small Business GWAC website along with fully burdened Contractor and Government site labor rates proposed by all awardees for time-and-materials and labor-hour orders. The GSA Alliant 2 Small Business GWAC website will be available to the general public.

## **G.10 CONTRACTOR WEBPAGE**

The Contractor shall develop and maintain a current publicly available webpage accessible via the Internet throughout the period of performance of the Master Contract. The webpage link shall be prominently displayed on the Contractor's main government business homepage and shall be updated periodically. A link to the Master Contract shall be placed under their site map that will direct users to the page containing their Government contracts. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide world-class professional support services under the Master Contract.

This webpage must conform to the relevant accessibility standards referenced in Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, Section 1194.22, Web-based Intranet and Internet Information and Applications.

The Contractor shall provide the GWAC ACO with the web address within thirty (30) days after the receipt of Notice to Proceed. The Contractor shall ensure all information provided on their web page is updated continually until Master Contract expiration. At a minimum, the web page must include the following items:

- Link to the GSA Alliant 2 Small Business GWAC website;
- The Master Contract, and modifications (redacted if and when appropriate);
- Contractor GWAC Contract Number, DUNS number, CAGE Code;
- Contact information of the Contractor's Program Manager;
- Contractor developed marketing materials and approved Press Releases, required only for matters of the Master Contract. (Not required for Task Order awards.)
- GSA approved Alliant 2 Small Business GWAC Marketing Brochures.

Contractors shall review annually their points of contact are current and accurate in the Contractor's web page. If the Contractor has updated the link of their GWAC Vehicle web page, the new link shall be forwarded to the A2SB@gsa.gov.

## G.11 INSURANCE

Applicable to the Master Contract - The Contractor shall maintain the minimum insurance coverage delineated within Federal Acquisition Regulation (FAR) Subpart 28.3 for the full duration of the Master Contract and each applicable Task Order that extends beyond the expiration date of the Master Contract. The Contractor shall notify the GSA GWAC Contracting Officer and designated OCO for affected Task Orders, in writing, if there are any changes in the status of their insurance coverage and provide the reasons for the change and copies of ACORD Form, Certificate of Liability Insurance, as applicable. Allowable costs as per FAR Subsection 31.205-19 shall be recovered through work at the Task Order level, with no obligation of payment at the Master Contract level. Contractors that fail to capture even a single Task Order award shall not be compensated at the Master Contract level beyond the value specified for the minimum guarantee.

The Certificate of Liability Insurance is a deliverable under the contract and is due until Master Contract expiration. Current insurance certificate may be electronically sent to A2SB@gsa.gov. Insurance certificate must identify their Master Contract contract number in the description block.

The OCO may require additional insurance coverage or higher limits specific to a Task Order awarded under the Master Contract. If the Task Order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.3 shall apply to the Task Order.

In accordance with incorporated clauses FAR 52.228-5, Insurance - Work on a Government Installation, and FAR 52.228-7, Insurance - Liability to Third Persons, copies of insurance policies with the following types and minimum amounts shall be furnished to the ACO within 30 days of the Notice to Proceed and maintained during the period of performance of the Master Contract and associated Task Orders.

(a) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)

(b) General liability.

(1) Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) Automobile liability. Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, Aircraft public and passenger liability insurance is required. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel liability. When contract performance involves use of vessels, as determined by the agency, vessel collision liability and protection and indemnity liability insurance is required.

### **G.11.1 DEFENSE BASE ACT INSURANCE (DBAI)**

Pursuant to FAR 28.305, DBAI coverage provides workers' compensation benefits (medical, disability, death) in the event of a work-related injury or illness that occurs outside the United States.

The Government requires that employees hired by Contractors and subcontractors who work internationally be protected by the DBAI coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor.

DBAI shall be at no direct cost to the Alliant 2 Small Business GWAC Program; however, if required and approved by an OCO under an individual task order, DBAI may be charged as a direct cost to the government.

### **G.12 STANDARD IT SERVICE LABOR CATEGORY CROSS-WALK MATRIX**

The Standard IT Service LCAT Cross-walk Matrix is a cross reference library of Standard IT Service LCATs that will help the GWAC Program and Contractors correlate to their commercial or corporate IT labor titles and descriptions to those used by the Department of Labor Standard Occupational Classification (DOL SOC) and those currently adopted as Standard IT Service LCATs on the Master Contract (see Section J-3 LCATS). The information contained within the Standard IT Service LCATs Cross-walk Matrix may be shared on the GSA GWAC Webpage.

Due to varied commercial labor titles across all Contractors, the Standard IT Service LCAT Cross-walk Matrix will help to prevent inadvertent inclusion of new IT Service LCATs, containing similar functional scope descriptions or alias' references in the DOL/SOC that may generally conform to the Master Contract Standard IT Service LCATs. If one or more of the Contractors cannot agree to the proposed IT Service LCAT matching to the DOL/SOC or the Master Contract, the proposed IT Service LCAT determination will be unilaterally made by the GSA GWAC Program to classify the proposed IT Service LCAT to the DOL SOC and the Master Contract.

The Contractor shall provide a completed Standard IT Service LCAT Cross-walk Matrix, via a GSA GWAC Program approved file format, that maps to the Contractor's internal corporate specific IT Service LCATs to the list of Standard IT Service LCATs defined in Section J-3. The Contractor shall match their Corporate Labor Titles to all the Standard IT Service LCATs defined to the GSA GWAC. This completed mapping file shall be emailed to the GSA GWAC Program at [A2SB@gsa.gov](mailto:A2SB@gsa.gov) and is required within thirty (30) calendar days after the notice to proceed. The content requested includes but not limited to:

- Department of Labor Standard Occupational Classification
- GSA GWAC Standard IT Service LCAT Title
- Equivalent Corporate IT Service LCAT Title
- Equivalent Corporate IT Service LCAT Functional Description

From time to time and as innovative emerging technologies are developed, the GSA GWAC Program will request updates to the Standard IT Service LCAT Cross-walk Matrix to conform with the introduction of any new Standard IT Service LCATs. These periodic updates will be requested by the GSA GWAC Contracting Officer and updates will be required within thirty (30) calendar days of GSA requesting an update.

### **G.13 MEETINGS AND CONFERENCES**

From time to time the Government may require attendance at Government conferences and meetings at no additional cost to the Government.

### **G.13.1 Post-Award Conference**

The Contractor shall participate in a mandatory post-award conference after the Notice to Proceed that will be held at a time and place to be determined by the Alliant 2 Small Business GWAC PCO (FAR 42.503-1).

The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements in the Master Contract and identify and resolve potential issues (See FAR Subpart 42.5 Post award Orientation).

The GSA GWAC Program Manager will act as Chairperson with the Alliant 2 Small Business GWAC PCO as Co-chairperson at the conference.

### **G.13.2 Meetings and Conferences**

The GSA GWAC Program conducts and sponsors several meetings and conferences each year in support of the Alliant 2 Small Business GWAC Program. Some are contractually required and others are optional to the contractor.

#### **G.13.2.1 Mandatory Contractor Meetings and Conferences**

The GSA GWAC Program may conduct a maximum of four (4) mandatory Program Management Review (PMR) meetings per year held at a Government or commercial facility at a location that might require overnight travel to attend. A PMR may alternatively be conducted via a virtual webinar when resources for facilitates or travel are not available to the Government. Historically, the GSA GWAC Program has held about two onsite PMRs per year.

The Contractor participants at the PMR meetings shall include one or more of the Contractor's Key Personnel. The Government participants may include the GWAC Program Manager, Procurement Contracting Officer, Administrative Contracting Officer, Contractor Officer Representative, among other Government representatives. Additionally, by invitation of the GWAC Program Manager, the meetings may include guest speakers, panelists, and other invited participants from both Government and Industry to supplement the discussion topics at the PMR events.

Third party commercial business consultants to any Contractor awarded this Master Contract may not represent the Contractor's Key Personnel at any PMR meetings. Therefore, the Contractor is not permitted to substitute Key Personnel with another company's representatives who are not an Alliant 2 Small Business GWAC contract holder. Any exceptions to this PMR attendance restriction must be submitted in writing to the GSA no later than five business days prior to the PMR event and will be considered by the GSA GWAC PCO/ACO/COR.

The PMR meetings when combined with the Outreach Events will generally be a 2-day event. The Alliant 2 Small Business GWAC PMR meetings provide a platform for Contractors, GWAC Center staff, GSA Assisted Acquisition Services staff, and other GSA & non-GSA agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing GSA and government-wide initiatives, speak to Contract Administration matters, and address Master Contract fundamentals. To ensure accurate attendance at the mandatory PMRs, registration and/or logging of Contractor attendees is required.

#### **G.13.2.2 Optional Contractor Meetings and Conferences**

The GSA GWAC Program does sponsor other meetings that are optional for the Contractor to attend. Additionally, other federal agencies and industry organizations provide opportunities for relevant training, outreach and networking to the Contractor. These optional types of meetings are not a requirement of the



Master Contract; however, may provide a benefit to the Contractor should they choose to participate. An example of some of the events that may be available to the Contractor are the following:

- Alliant 2 Small Business GWAC SIG Events & Alliant 2 Small Business GWAC Lunch and Learn Events
  - Shared Interest Group (SIG) Conference Calls and Lunch & Learn Sessions designed for the exchange of information among contract holders and the GSA GWAC Program. Participation in these conference calls will ensure that Contractors are kept abreast of ongoing GWAC Program and Contractor community activities, and participants are encouraged to assist in the development of strategies around market outreach, education, communication, and other topics relevant to the GSA GWAC Program.
- Customer Agency Outreach Events
  - Customer Outreach is a platform for Contractors and Government to collaborate on IT and acquisition issues and may involve GSA GWAC customers.
- Office of Small Business Utilization (OSBU) Matchmaking Events
  - GSA OSBU Small Business Matchmaking Events offer potential small businesses to network with GSA GWAC Contractors for the purposes of facilitating teaming and mentoring.

#### **G.14 ELECTRONIC GOVERNMENT ORDERING SYSTEM**

Pursuant to Federal Acquisition Regulation (FAR) 16.505(b) the Government will afford fair opportunity for Task Order award to all Contractors in the Alliant 2 Small Business GWAC award pool. The preferred system for posting GSA GWAC opportunities is the GSA eBuy system. To establish full inclusion in the fair opportunity process, each Contractor is responsible for registering and maintaining an account in:

1. **eBuy** ([www.ebuy.gsa.gov](http://www.ebuy.gsa.gov)) - (OPEN TO CLIENT AGENCIES) an electronic Request for Proposal/Request for Quote (RFP/RFQ) system designed to allow Government buyers to request information, find sources, and prepare RFPs, online for IT services offered through the GSA Technology Contracts.

GSA Assisted Acquisition Service OCOs using the GSA IT Solutions Shop can utilize the **eBuy Connect** feature which will enable the posting of Alliant requirements into the GSA eBuy system. The actual receipt of proposals may occur outside of the eBuy system, and as directed in the Task Order Request.

2. **Other Channels Providing Fair Opportunity** - Ordering agencies may use other methods to provide for fair opportunity including, agency ordering systems, direct contact through published email addresses, etc. The ordering agency must ensure all GSA GWAC Contractors are registered and listed whenever using other channels of communication.

Contractors shall ensure their points of contact are current and accurate in the above government systems.

##### **G.14.1 Electronic Communications**

The Contractor shall establish a shared GSA GWAC electronic mailbox for receipt of communications from the GSA GWAC Program that is distinct and separate from an individual's email address. The electronic mailbox name must include "A2SB@", e.g. A2SB@xyzcorp.com. The only characters prior to the "@" shall be "A2SB". The shared Contractor email address is due to the GWAC Program within thirty (30) calendar days after the notice to proceed.

The shared Contractor's GSA GWAC email address will reduce the need to update government systems due to Contractor's personnel replacement changes throughout the term of the Master Contract.

**G.15 CLIENT AGENCY TASK ORDER ORDERING PROCEDURES**

Only the delegated OCO may issue Task Orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract as specified in Section C, Statement of Work. The focus of this contract is to provide to government agencies a mechanism for streamlined ordering of IT solutions and services at fair and reasonable prices.

Unless specifically authorized by the OCO, the Contractor shall not commence work until a fully executed Task Order has been awarded. Contractors should avoid unauthorized commitments as ratification is highly discouraged and never assured.

Ordering regulations are those delineated in Federal Acquisition Regulation (FAR) 16.505.

**G.16 FAIR OPPORTUNITY**

OCOs must follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2). Use of Exception (d) "...to satisfy a minimum guarantee" requires approval by the Master Contract PCO.

**G.17 ORDER INFORMATION**

Orders shall include, but not be limited, to the following:

- (a) Date of Order;
- (b) Contract Number and Order Number;
- (c) Order Type;
- (d) Contract Line Item Numbers; Travel (if any), Materials (if any); Contract Access Fee (CAF); Fixed Price, Ceiling Price, or Estimated Costs and Fee;
- (e) Statement of Work, Statement of Objectives, or Performance Work Statement;
- (f) Delivery and/or performance schedule, including Options (if any);
- (g) Place of delivery and/or performance (including consignee);
- (h) Any packaging, packing, and shipping instructions;
- (i) Accounting and appropriation data; and
- (j) Method of payment and payment office.

**G.18 INVOICE SUBMISSION**

APPLIES TO TASK ORDERS ONLY - The Contractor shall accept payment of agency invoices via EFT. The Ordering Agency is responsible for payment of all invoices to the Contractor. Invoice submission information will be contained in each individual awarded Task Order. The payment office designated in the individually awarded Task Order document will make payment of those invoices to the Contractor.

The invoice for the last performance month must be identified and submitted when tasks have been completed and no further charges are to be incurred, excluding rate adjustments. The invoice for the last performance month must be submitted to the ordering agency within 6 months of Task Order completion.

If indirect rate adjustments, e.g., resulting from incurred costs audits, are completed and/or received after the Master Contract closeout date, no additional CAF adjustments shall be reported or applied to the Task Order(s).

The GWAC Program is not responsible for payment of Order Invoices.

### **G.19 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**

Past performance information is relevant for future Task Order source selection purposes. It includes, but is not limited to, the Contractor's record of conforming to contract requirements and to standards of good workmanship; the Contractor's adherence to contract schedules, including the administrative aspects of performance; the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's business-like concern for the interests of the customer.

Pursuant to FAR Part 42.1502, the Government will conduct past performance assessments on Contractors. Interim performance evaluations should be conducted as prescribed by the Task Order issuing Agency's procedures on any Task Order with a period of performance exceeding one year. In the event that an OCO does not perform an assessment for a qualified Task Order that requires an assessment every 12 months, the Contractor should request the OCO for an assessment, or notify the GWAC Program for further assistance. As a Best Practice, the performing Prime Contractor may voluntarily provide to the OCO an objective quality write-up to include, at a minimum, scope of work performed, and timeliness and quality of deliverable and services.

Contractors may access evaluations through a secure website for review and comment at the following address: <https://www.cpars.gov/>. Past performance evaluations pertaining to the Master Contract and Orders under the Master Contract will reside in the Past Performance Information Retrieval System (PPIRS). The PPIRS functions as the central warehouse for performance assessment reports received from various Federal performance information collection systems.

To insure highest quality performance standards of the Alliant 2 Small Business GWAC Contractors, Contractors shall notify the GWAC Program whenever Marginal/Unsatisfactory ratings are assigned to any of the performance criteria established at the Order level. This notification requirement also covers any terminations for default or cause, or adverse comments received in FAPIIS.

Although not mandatory, Contractors are encouraged to expeditiously review and offer comments to the CPARS sooner than the 30 days required for review for favorable ratings.

### **G.20 REPORTING**

At pre-determined milestones and at special events in the course of fulfilling an awarded Task Order, the Contractor must submit to the GSA detailed reports covering many aspects of their activities.

#### **G.20.1 GWAC Data Calls**

Contractors shall track, and compile the following data and provide to the GWAC Program.

- 1) GWAC Task Order Award Notification - The Contractor shall report new Alliant 2 Small Business GWAC task orders awarded under the GWAC to A2SB@gsa.gov within 3 business days of task order award. The email notification must include the following information:
  - Contractor Name
  - Alliant 2 Small Business GWAC Contract Number
  - Project Title
  - Task Order Number
  - Date of Award

- Estimated Total Task Order Value
- End User Customer Agency
- Ordering Contracting Officer Name and Email

2) Protests issued under an Order - This data will be used to determine recurring issues leading to Protest that can be addressed during OCO training programs. This will result in providing guidance to federal agency customers on procurement best practices. The Contractor shall email A2SB@gsa.gov, the following information:

- Protest Lodged Date
- Solicitation/RFP Number
- GAO Protest Docket Number (if available)
- Agency Contracting Officer
- Agency Contracting Officer Email

3) Other Data as Requested by the GSA Program

### **G.20.2 GWAC Transactional Data**

The Contractor shall register in the Government Designated Reporting System in order to report transactional data. A prerequisite to registering in the Government Designated Reporting System is the Contractor must already be registered in the System for Award Management (SAM) [www.sam.gov](http://www.sam.gov).

The Contractor shall provide the transactional data, outlined in Section J-6, electronically via the Government Designated Reporting System. The Contractor must adhere to the instruction and definitions for each reported data element as stated within the Government Designated Reporting System web page. The Government intends to collect the transactional data hourly labor rates and post to the Prices Paid portal to be made available to Ordering Contracting Officers and agency program staff via a separate secured Government portal.

The reporting of data is required for the following items, within the date specified in Section F.7:

- Invoices
- Zero Invoice (if applicable)

The Contractor shall convert all currency to U.S. dollars using the "Treasury Reporting Rates of Exchange," issued by the U.S. Department of Treasury, Financial Management Service.

Data Quality is of great importance to the GWAC Program, therefore the Quality Assurance Evaluators may request from the Contractors corrections to the Government Designated Reporting System data, if applicable. Contractors shall correct the Government Designated Reporting System data within the date specified in Section F.7.

#### **G.20.2.1 Change of GSA Business System(s) during Term of the Master Contract**

The Government may decide to change their business system(s), whether it is a significant upgrade or a complete replacement of GSA's current business system after the date of Master Contract award. Should the Government effect a change, develop or purchase a new system(s) it will be incorporated into GSA as the required system(s) for reporting transactional data and shall be adopted by the Contractor. The Contractor will be notified with a no-cost unilateral Modification to the Master Contract in the event of any upgrade/replacement of the business system.

## **G.21 CONTRACT ACCESS FEE (CAF)**

a. The GWAC Contract Access Fee is charged against all Task Orders and applied to the total award value for Contractor performance. Total award value is inclusive of labor, fees (including award fees and incentive pools), and ODCs (including travel).

The formula is: Total CAF = Total Invoice Amount \* CAF Percentage.

b. Contractors shall invoice the government for full CAF amount based on reported invoices.

c. CAF payments will be due to GSA/ GWAC on or before date specified in Section F.7 for all reported invoices from the government in the previous month.

d. CAF payments are to be remitted via the Government Designated Reporting System using Pay.gov secure electronic system. Payments can be made directly from Contractor's business bank account. Contractors shall contact their financial institution/bank to establish an account authorizing Automated Clearing House (ACH) Direct Debit payments to Pay.gov via Government Designated Reporting System. If for reasons outside of human control, e.g., Act of God, where you are not able to remit the CAF via the Government Designated Reporting System using Pay.Gov, you must request written permission from GSA to pay CAF outside the Government Designated Reporting System. This written permission must be remitted to and approved by the GWAC Program Office.

e. CAF payment shall not be combined with another GWAC, Schedule, or any other GSA Contract.

## **G.22 LIMITATIONS ON SUBCONTRACTING**

In accordance with the 13 CFR 125.6 and FAR Clause 52.219-14, Limitation on Subcontracting, a small business concern contracting for services will perform at least 50 percent of cost of the contract incurred for personnel with its own employees. The contractor is responsible for managing the balance of workload being performed under this contract.

The contractor is responsible for performing greater than 50% of the cost of the contract incurred for personnel with its own employees at the contract level and not necessarily on individual Task Orders. Notwithstanding this, the contractor is required to perform a meaningful amount of work on each Task Order to prevent pass-through situations which are prohibited under this contract.

Ordering Contracting Officer (OCO) consent to subcontract may be implemented at the Task Order level in accordance with FAR 44.2 Consent to Subcontracts, and FAR 52.244-2, Subcontracts. OCOs may require subcontractor responsibility determinations of prospective subcontractors per FAR 9.103(b) and 9.104-1. GWAC CO consent to subcontract is not required.

### **G.22.1 Subcontract Reporting**

While Contractors should maintain up-to-date running records concerning prime and subcontract performance costs, they shall periodically report that information by entering that data electronically via the GDRS.

Subcontracting data shall be current within the GDRS no later than 30 calendar days after the end of each contract year.

A negative report is required when there is no activity or no subcontracting in the preceding reporting period. To satisfy the negative report requirement, send an email to [A2SB@gsa.gov](mailto:A2SB@gsa.gov) with a statement of "NO SUBCONTRACTING ACTIVITY TO REPORT FOR THIS REPORTING PERIOD". The negative report submitted should contain the contractor's contract number and report period in the email subject line.

Contract options for contractors not in full compliance with FAR 52.219-14 as of the end of the fourth contract year might not be exercised.

Willful failure or refusal to furnish the required reports, or gross negligence in managing the subcontracting limitation, or falsification of reports constitutes sufficient cause to terminate the Contractor for default.

### **G.23 SUBCONTRACTORS**

The Government has not pre-approved any subcontractors in making awards for the Master Contract. If a Contractor proposes a subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-2 and FAR 44.2.

The Ordering Contracting Officer is responsible for reviewing the Contractor's notification and supporting data to ensure that the proposed subcontract is appropriate for the risk involved, and consistent with current policy and sound business judgment prior to consent to subcontract.

If the Contractor enters into any subcontract that requires consent under the clause at FAR 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

### **G.24 MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS**

The Anti-Assignment of Contracts Act, 41 USC § 15, (Anti-Assignment Act) prohibits the transfer of any interest in a federal contract to another party unless an exception applies. Therefore, the Master Contract, standing alone, is not a commodity that can be bought, sold or assigned to a brokerage firm or any third party agent so to arrange transactions between a buyer and a seller of standalone Government contracts. There are conditions, however, where the Government may still recognize a successor-in-interest who, due to certain transfers, is in a position to continue performance in place of the original party to the Government contract. For example, through a (1) Novation Agreement where the sale of all Contractor's assets, or the entire portion of the assets involved in performing the Master Contract, including any open Task Orders, has occurred. An Assignment that would otherwise be considered ineffective, may be given effect via a novation agreement that substitutes successor-in-interest as the contractor, while requiring that the original party remain obligated for performance. Another example of an exception to the Anti-Assignment Act is through (2) Operation of Law, such as when the Contractor's interest in the contract is transferred as a result of a stock purchase or bankruptcy order. These exceptions are further discussed below:

- **Novation**: The Contractor (Transferor) must always obtain the Government's consent and approval for a Novation, including the Government's approval of the Acquiring Contractor (Transferee). Although the Transferor and the Transferee may have negotiated their corporate terms and conditions for the terms of assignment or assumption of responsibilities relating to the Government Contract, and agreed to execute a Novation Agreement substantially in conformance with the regulatory requirement, the Novation is not automatically approved by the Government. There are no entitlements or guarantees that the Government must or will consent to any request for Novation.

FAR 42.12 describes the procedures necessary to request that the Government recognize a successor in interest to a contract. There are also additional due diligence procedures that GSA may impose, including an evaluation of the Transferee's technical capabilities, accounting systems, relevant past contract performance, financial capacity, and other Responsibility factors. From the time the Government receives a completed Novation package request from the Transferor, the process might take three to six months or more for the Government to process the package and provide a decision. The Contractor must continue to fully perform under the terms

and conditions of the Master Contract throughout the entire period of time the Novation package awaits a final decision from the Alliant ACO or PCO. If the GSA determines that the Novation requests is not in the Government's best interest, the Contractor shall remain obligated to perform under the Master Contract. All open Task Orders from the transferor shall also be Novated to the Master Contract's transferee and to no other party.

**Operation of Law:** With this exception, the Master Contract continues with the same entity after closing. As an example, the exception applies for changes in ownership as a result of a stock purchase, with no legal change in the party to the Government contract, and when that contracting party remains in control of the assets and is the party performing the contract. Although Government consent is not required, other FAR regulations and GSA supplemental policies require notice of ownership changes to the Government (See the below paragraph within this section). Furthermore, if the party to the Government contract desires to have a new stock owner substituted as a party to the contract, the requirements of a novation would then apply. There are also other circumstances, such as when assignment occurs as part of a bankruptcy restructuring, where outright Assignment of the government contract is effected by order of a court of competent jurisdiction, and authorized by federal law. In such cases, the Assignment does not violate the Anti-Assignment Act and the Novation submission requirements are adjusted to reflect the nature of the transfer. Novation in such cases still acts to formally recognize the successor-in-interest via modification to the contract, and depending on the operation of law, may be effected without the consent or agreement of the original contractor.

#### **G.24.1 Contractual Responsibilities: New GSA GWAC Contractor assigned through an Anti-Assignment Exception**

A new Contractor shall have the same contractual responsibilities as the transferor had, including but not limited to:

- 1) Complete documentation of previous Task Orders for purposes of audit;
- 2) Assumption of all unresolved expired Task Orders that were not closed out;
- 3) Any CAF not paid in full from the acquired Contractor;
- 4) Acceptance of the previously negotiated acquired contract pricing;
- 5) Meet all minimum sales goals for the Base Period of the Master Contract.

#### **G.24.2 Contractual Restrictions to any Assignment**

**Only One Master Contract Permitted:** The Contractor, either directly or through its parent, affiliates, subsidiaries, business units, joint venture, etc. is permitted to hold one Master Contract in total. The Master Contract is not a tangible item and may not be sold. If one or more Master Contracts are acquired by a single Alliant 2 Small Business GWAC Prime Awardee either via a merger, acquisition, or otherwise, the Contractor may seek to be recognized in only one of the existing Alliant 2 Small Business GWACs; and the additional Master Contract shall be terminated for convenience at no cost to the government. Task Orders from the terminated excess GWAC may be novated or consolidated to the surviving Alliant 2 Small Business GWAC, if so required and authorized by the GSA GWAC PCO or ACO.

**Other Contractual Restrictions:** Request for Novations or Assignment of Claims will not be considered, processed or approved by the GSA GWAC PCO or ACO under the following conditions:

1. Any completed Novation packages submitted to and received by the GSA GWAC PCO/ACO within 120 days prior to the end of the Master Contract's basic term during contract year five.
2. Any completed Novation packages submitted to and received by the GSA GWAC PCO/ACO after the end of contract year six, (72 months after the Master Contract award date, which is one full contract year after an Option exercise).
3. Brokering among Alliant 2 Master Contract's Contractors: Any request for Novation of a GSA Alliant2 Small Business GWAC from a Contractor who became a party to that Contract via a novation. For example, if a GSA GWAC Contract is novated to recognize Contractor "B" as

successor-in-interest to Contractor "A," Contractor "B" is prohibited from requesting or agreeing to a subsequent Novation of that Contract to Contractor "C".

### **G.24.3 Notice Required for Ownership Changes and Change of Name Agreements**

If a Contractor merges, is acquired, or recognizes a successor in interest to Government contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes novation agreements and change-of-name agreements by a CO other than the GSA GWAC PCO, the Contractor must notify the GSA GWAC PCO and provide a copy of the novation or any other agreement that changes the status of the Contractor, including the new DUNS/CAGE code numbers, within 30 days. The Contractor may not submit task order proposals under the company new name until and unless a Contract Modification has made the change effective.

If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

## **G.25 TASK ORDER CLOSEOUT**

The OCO is responsible for closing out individual Task Orders under the Master Contract. The Contractor agrees to cooperate with the OCO to close out Orders as soon as practical after expiration, cancellation or termination of each Task Order. In the event the Contractor cannot locate the current OCO to close out the Task Order, the Contractor may request assistance from the GSA GWAC Administrative Contracting Officer (ACO) to locate an ordering agency representative to close out the Orders. Task Order closeout will be accomplished within the guidelines set forth in: FAR Part 4 Administrative Matters and FAR Part 42 Contract Administration and Audit Services.

OCOs are encouraged to utilize FAR 42.708, Quick-Closeout Procedures to the maximum extent practicable.

The OCO has the authority to negotiate settlement of indirect costs in advance of the determination of final indirect cost rates if the Order is physically complete and the amount of unsettled indirect cost to be allocated to the Order is relatively insignificant (See FAR 42.708(a)(2)).

The Contractor shall make a good faith effort to expedite DCMA audits. Any individual Task Order with obligated funding may be unilaterally deobligated and closed after six years and three months by the OCO. Any valid final invoice with indirect rate adjustments after six years and three months from the end of the period of performance shall be submitted to the OCO as a claim.

### **G.25.1 TASK ORDER CLOSEOUT VERIFICATION/VALIDATION**

The Contractor shall verify that all data elements have been reported and validated within the designated reporting system within six months after the task order Period of Performance end date. Any data identified during verification that is incorrect, must be corrected within 30 calendar days after identification has been made as specified in Section F.7.

## **G.26 MASTER CONTRACT CLOSEOUT**

The GSA GWAC Program intends to close out the Master Contract within 18 months of the Contractor's final Task Order expiration date, pending no further claims brought to the GSA GWAC Program; and



without waiting for the OCO to issue closeout modifications to their Task Orders. Task Order awards and obligations reported in the GSA Government Designated Reporting System will be compared to records found in the Federal Procurement Database System, and other available government systems. The GSA GWAC Program will review periodically the overpayment/ underpayment of the Contract Access Fee from expired Task Orders and reconcile any discrepancies with the Contractors in advance of the Master Contract closeout. As requested by the Program Office, Contractors shall insure corrections to Order, Invoice and CAF Data is accomplished with the date specified in Section F.7.

Upon mutual agreement by both the Government and the Contractor, entitlement to any residual dollar amount of \$1,000 or less at the time of final contract closeout may be waived. "Residual dollar amount" means money owed to either party at the end of the contract and as a result of the contract, excluding liabilities relating to taxation or a violation of law or regulation. In determining a residual dollar amount, the Government and the Contractor may agree to consider offsets to the extent consistent with law and regulation.

Any and all Contractor claims at the Master Contract level against the GSA GWAC Program shall be submitted, in writing, to the Procuring Contracting Officer (PCO) for a decision within 1 year after accrual of the claim(s) or 6 months after the Contractor's final Task Order is physically completed, whichever occurs first. Furthermore, the Contractor shall pursue any claims it may have at the Order level through the ordering activity and not with the GSA GWAC Program. If no claim is submitted in this specified time frame, the Contractor shall issue a formal (signed by an agent that is authorized to represent the Contractor) Master Contract Release of Claim and confirmation that the Contract Access Fee has been paid for all identified Task Orders, no later than 30 days after the deadline to submit a claim has elapsed.

(END OF SECTION G)

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 PROVISIONS INCORPORATED BY REFERENCE AT TASK ORDER LEVEL

Task Orders may incorporate one or more provisions 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 provision may be accessed electronically at this address: <https://www.acquisition.gov/far/>

The following provisions apply at the Order level, as applicable, depending upon the contract type of the Order, or as specifically referenced in the applicable Order:

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.209-12	CERTIFICATION REGARDING TAX MATTERS	FEB 2016	X	X	X
52.211-6	BRAND NAME OR EQUAL	AUG 1999	X	X	X
52.211-14*	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	APR 2008	X	X	X
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT 2010	X	X	X
52.215-20*	ALTERNATE I	OCT 2010	X	X	X
52.215-20	ALTERNATE II	OCT 1997	X	X	X
52.215-20*	ALTERNATE III	OCT 1997	X	X	X
52.215-20*	ALTERNATE IV	OCT 2010	X	X	X
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACTING EFFORT	OCT 2009	X	X	X
52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS — NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION  (Note: If DoD, use DFARS 252.216-7002 Alternate A (FEB 2007) in combination with FAR 52.216-29 (FEB 2007))	FEB 2007			X
52.216-30	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION	FEB 2007			X

52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS — COMMERCIAL ITEM ACQUISITION	FEB 2007			X
52.217-5	EVALUATION OF OPTIONS	JUL 1990	X	X	X
52.225-2*	BUY AMERICAN CERTIFICATE	MAY 2014	X	X	X
52.225-4*	BUY AMERICAN – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT CERTIFICATE	MAY 2014	X	X	X
52.225-6*	TRADE AGREEMENTS CERTIFICATE	MAY 2014	X	X	
52.227-15*	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	DEC 2007	X	X	X
52.234-2	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – PRE-AWARD IBR	JUL 2006	X	X	X
52.234-3	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – POST-AWARD IBR	JUL 2006	X	X	X
52.234-4*	EARNED VALUE MANAGEMENT SYSTEM	MAY 2014	X	X	X
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	MAR 2015	X	X	X

***(Note: Provision numbers followed by an asterisk (\*) require fill-ins by the OCO if determined applicable and incorporated into the Order.)***

## **H.2 RESERVED**

## **H.3 MARKETING**

GSA requires the review and approval of any Press/News Releases for Orders and Master Contracts, Marketing/ Promotional Materials and Brochures by a Contractor that is Alliant 2 Small Business GWAC related, including information on the Contractor's Alliant 2 Small Business GWAC webpage. The Contractor shall develop company specific Alliant 2 Small Business GWAC brochures for distribution at trade shows, conferences, seminars, etc., and distribute printed materials to enhance awareness of the Alliant 2 Small Business GWAC.

All marketing, promotional materials, and news releases in connection with Alliant 2 Small Business GWAC or task order awards under Alliant 2 Small Business GWAC, including information on the Contractor's Alliant 2 Small Business GWAC webpage, may be co-branded with marks owned or licensed by the Contractor and GSA, as long as the Contractor complies with GSAM 552.203-71, Restriction on Advertising, and in the case of GSA's logo must comply with GSA Star Mark logo policy, <http://www.gsa.gov/logos>. Contractors shall ensure these guidelines are adhered to by its subcontractors.

## **H.4 ORGANIZATIONAL CONFLICT OF INTEREST**

The guidelines and procedures of FAR 9.5 will be used in identifying and resolving any issues of organizational conflict of interest at the Order level.

In the event that an Order requires activity that would create an actual or potential conflict of interest, the Contractor shall identify the potential or actual conflict to the OCO for review per FAR 9.5.

## **H.5 PERMITS**

Except as otherwise provided in an individual Order, the Contractor shall, without direct cost to the Government, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits; for complying with any applicable Federal, national, state, and municipal laws, codes, and regulations; and any applicable foreign work permits, authorizations, etc., and/or visas in connection with the performance of any applicable Order issued under the Master Contract.

## **H.6 SECURITY: REQUIRED IT SECURITY POLICIES AND REGULATIONS**

Contractors entering into an agreement for service to government activities shall be subject to all ordering activity IT security standards, policies, reporting requirements, and government wide laws or regulations applicable to the protection of government wide information security.

The Contractor acknowledges and affirms by their signed acceptance of this Master Contract they will abide by all required IT security indicated throughout this Master Contract and federal statutes, regulations, executive orders, and agency policies relating to Government IT security. Refer to Section J-2 Government Security Publications and Contractor Minimum Security Requirements for Select Systems.

## **H.7 SECURITY: SAFEGUARDING SENSITIVE DATA AND INFORMATION TECHNOLOGY RESOURCES**

In accordance with FAR 39.105, this section is included in the contract. This section applies to all users of sensitive data and information technology (IT) resources, including contractors, subcontractors, lessors, suppliers and manufacturers. The following GSA policies are required to be followed by GSA Personnel. Agency-specific guidelines will be identified in individual Task Orders by the issuing agency OCO. These policies can be found at <http://www.gsa.gov/directives>.

1. CIO P 2100.1 GSA Information Technology (IT) Security Policy
2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1 B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4 Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy
11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
14. CIO IL-13-01 Mobile Devices and Applications
15. CIO IL-14-03 Information Technology (IT) Integration Policy
16. HCO 9297.1 GSA Data Release Policy
17. HCO 9297.2B GSA Information Breach Notification Policy
18. ADM P 9732.1 D Suitability and Personnel Security
19. GSAR Clause 552.204-9, Personal Identity Verification Requirements
20. GSAR Clause 552.239-70, Information Technology Security Plan and Security Authorization
21. GSAR Clause 552.239-71, Security Requirements for Unclassified Information Technology Resources.

The Contractor and its Subcontractors, if any, shall expressly insert the substance of this Master Contract into all Alliant 2 Small Business GWAC Task Order Subcontractor agreements/contracts who are providing any IT goods or services, including all levels of Subcontractor tiers.

## **H.8 SECURITY: SECURITY CLEARANCES**

The Master contract's pre-established labor categories and associated Maximum Rates cover work at the classified Secret level.

Individual Task Orders may require security clearances. Only those Offerors that meet the required security clearance levels on individual Orders shall be able to compete for task orders requiring security clearance(s). When classified work is required on an individual Task Order, the Contract Security Classification Specification, (DD Form 254 or agency equivalent) will be issued to the Contractor by the requiring agency.

The Contractor is responsible for providing personnel with appropriate security clearances to ensure compliance with Government security regulations, as specified on individual Orders. The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employee's trustworthiness and suitability for the position. Clearances may require Special Background Investigations (SBI), Sensitive Compartmented Information (SCI) access or Special Access Programs (SAP), or agency-specific access, such as a Q clearance or clearance for restricted data.

## **H.9 SECURITY: HOMELAND SECURITY PRESIDENTIAL DIRECTIVES-12 (HSPD-12)**

The Contractor shall comply with agency personal identity verification procedures identified in individual Orders that implement Homeland Security Presidential Directives-12 (HSPD-12); OMB guidance M-05-24; Federal Information Processing Standards Publication (FIPS PUB) number 201; and GSA HSPD-12, Personal Identity Verification- I, Standard Operating Procedure (SOP). The basic contract's pre-established labor categories and associated ceiling prices cover work at the Secret level, which may obviate the need for additional HSPD-12 coverage and/or expense – a matter OCOs can determine for each task order opportunity.

Contractors should look to task order solicitations for guidance on whether or not the customer agency will pay for the HSPD-12 investigation or if the contractor is expected to pay the cost of the investigation. OCOs may require contractor personnel to be HSPD-12 compliant as a condition of order award.

The Contractor shall insert the above paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a Federal information system.

## **H.10 CONTRACTOR TRAINING**

The Contractor is generally expected to maintain the professional qualifications and certifications of its personnel through on-going training. Unless specifically authorized in an individual Order, the Contractor shall not directly bill the Government for any training.

### Mandatory Training

1. All Contractor employees having access to (1) Federal information or a Federal information system or (2) sensitive data/information shall complete the GSA Computer Security Awareness Training course before performing any GSA work under this contract. Thereafter, Contractor employees having access to the information identified above shall complete an annual GSA-specified refresher course during the life of this contract. The Contractor shall also ensure subcontractor compliance with this training requirement; and

Contractor employees that are engaged in any programmatic reporting capacity with the GWAC Program, shall within 90 days of involvement meet the following:

2. All contractor employees having access to the GSA Government designated reporting system (GDRS) shall review and understand the various online GDRS video tutorials contained in the GDRS Training Module.

#### **H.11 GOVERNMENT PROPERTY**

Any equipment, property, or facilities furnished by the Government or any Contractor-acquired property must be specified on individual Orders and follow the policies and procedures of FAR Part 45, Government Property, for providing Government property to Contractors, Contractors' use and management of Government property, and reporting, redistributing, and disposing of Contractor inventory.

#### **H.12 LEASING OF REAL AND PERSONAL PROPERTY**

The Government contemplates that leases may be part of a solution offered by a Contractor, but the Government, where the Offeror's solution includes leasing, will not be the Lessee. Under no circumstances on any Order issued under this Master Contract shall:

- (a) The Government be deemed to have privity-of-contract with the owner/lessor of the leased items; or
- (b) The Government be held liable for early termination/cancellation damages if the Government decides not to exercise an Option period under an Order unless the Contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of its Proposal and the OCO for the Order has specifically approved/allowed such damages as part of the Award. The Master Contract strictly prohibits the use of lease-like payment arrangements, which purport to permit the Government to receive delivery of items and then pay for the full cost of the items over time, even if such arrangements are not technically a lease transaction because the Government is not the lessee.

#### **H.13 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY**

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, or used under task orders issued against the contract must comply with the "Electronic and Information Technology Accessibility Provisions" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194.

The offeror must reference the Section 508 technical standards below as a resource for meeting compliance of deliverables:

- 1194.21 Software applications and operating systems
- 1194.22 Web-based Intranet and Internet Information and Applications
- 1194.23 Telecommunications Products
- 1194.24 Video and multimedia products
- 1194.25 Self contained, closed products
- 1194.26 Desktop and portable computers
- 1194.31 Functional Performance Criteria
- 1194.41 Information, Documentation and Support

The Offeror must comply with all required Federal or agency standards, including providing a Voluntary Product Accessibility Template (VPAT) or Government Product Accessibility Template (GPAT), as specified in the scope of work for each task order. OCOs have the option to perform testing and validation

of EIT deliverables against any conformance claim and may include Section 508 compliance as an evaluation factor within a task order.

Information about Section 508 provisions is available at <http://www.section508.gov/>. The complete text of Section 508 Final provisions can be accessed at <http://www.access-board.gov/>.

#### **H.14 INTERNET PROTOCOL VERSION 6 (IPV6)**

The Master Contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that: (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 Standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development, and implementation available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor shall (1) obtain the Ordering Contracting Officer's (OCO's) approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available. Should the Contractor find that the Statement of Work (SOW) or specifications of this contract do not conform to IPv6 standards, it must notify the OCO of such nonconformance and act in accordance with the instructions of the OCO.

#### **H.15 RESERVED**

#### **H.16 COST ACCOUNTING SYSTEM**

Unless specified otherwise by the OCO, a contractor interested in participating in Cost-Reimbursement (CR) type Task Orders as defined in FAR 16.301-1 will be required to demonstrate that they have an accounting system that is adequate for determining costs applicable to the contract by the time the task order is awarded. This is an accounting system that the Defense Contract Audit Agency (DCAA), the Defense Contract Management Agency (DCMA), or any federal civilian audit agency has audited and determined adequate for determining costs applicable to this contract in accordance with FAR 16.301-3(a)(1).

The applicable task order can include use of the contractor's most recent DCAA-approved provisional indirect billing and actual rates for both direct and indirect costs, or if a contractor does not have DCAA-approved rates, their indirect rates in accordance with FAR Part 31. The fee will be negotiated for each Task Order consistent with statutory limitations. If the task order type is to be CPAF or CPIF, the fixed portion of fee and the award portion will be clearly differentiated. Such task orders will be subject to the additional clauses under FAR 16.307. The OCO must determine fair and reasonable pricing, analyze and negotiate fee for all cost-reimbursement task orders as required under FAR 15.4, Pricing, and FAR 16.3, Cost-Reimbursement Contracts. The government will reimburse the contractor for all reasonable, allowable, and allocable costs detailed in FAR 31, Contract Cost Principles and Procedures.

#### **H.17 COMMERCIAL SOFTWARE AGREEMENTS**

The Government understands that commercial software tools will be purchased in furtherance of this GWAC and subsequent orders, and may be subject to commercial agreements which may take a variety of forms, including without limitation, licensing agreements, terms of service, maintenance agreements, and the like, whether existing, in hard copy or in an electronic or online format such as "clickwrap" or "browsewrap" (collectively, "Software Agreements"). The parties acknowledge that FAR 12.212(a) requires the Government to procure such tools and their associated documentation under such Software Agreements to the extent such Software Agreements are consistent with Federal law.

#### **H.18 LOGISTICAL SUPPORT PRIVILEGES**

As specified on individual Orders, Contractors may be required to provide logistical support in OCONUS areas. Individual Orders will specify whether Status of Forces Agreements (SOFAs) for foreign

jurisdictions will apply and will be processed for foreign tax exemption purposes. At the discretion of the Military Theatre Commander, the Government may provide, but is not limited to, use of the following:

- (a) Military or other U.S. Government Clubs, exchanges, or other non-appropriated fund organizations;
- (b) Military or other U.S. Government commissary stores;
- (c) Military or other U.S. Government postal facilities;
- (d) Utilities and services in accordance with priorities, rates or tariffs established by military or other U.S. Government agencies;
- (e) Military Payment Certificate (MPC), where applicable;
- (f) Military or other U.S. Government banking facilities; and
- (g) Military or other U.S. Government provided telephones, lines, and services with direct dialing capability and access to the Defense Switched Network (DSN), (formerly AUTOVON). The precedence of usage shall be coincident with the urgency of the requirement and in accordance with Government and Military regulations.

## **H.19 MINIMUM CONTRACT SALES REQUIREMENTS**

Contractors awarded an A2SB contract are expected to meet a minimum contract sales requirement during the Master Contract base period. The minimum contract sales requirement is \$1,000,000 in Order value for each awardee. If the contractor does not meet the minimum contract sales requirement during the Master Contract base period, the Government will not exercise the contractor's Master Contract option period. Again, the Government is prohibited from exercising the Master Contract option period for contractors that fail to promote the success of A2SB by meeting the minimum contract sales requirement.

## **H.20 HANDLING OF SIZE AND STATUS RE-REPRESENTATION**

### **H.20.1 Presumption of Loss**

There is a presumption of loss when, as a result of a re-representation required by FAR 52.219-28, the contractor becomes other than a small business (a large business).

### **H.20.2 Merger or Acquisition With Novation**

Per FAR 52.219-28 a merger or acquisition with novation requires timely size re-representation.

When the re-representation identifies other than a small business, the novation will not be deemed to be in the Government's best interest. Given this advance information, such a merger or acquisition constitutes a no cost contract cancellation initiated by the contractor with the following conditions.

- The contractor's size status will be revised for the master contract in FPDS-NG, which will apply to all subsequent funding actions on orders.
- Existing task orders may continue at the OCO's discretion.
- Option periods on existing task orders may continue at the OCO's discretion.



### H.20.3 Merger or Acquisition Without Novation

Per FAR 52.219-28 a merger or acquisition without novation requires timely size re-representation.

When the re-representation identifies other than a small business the merger or acquisition constitutes a no cost contract cancellation initiated by the contractor with the following conditions.

- The contractor's size will be revised for the master contract in FPDS-NG, which will apply to all subsequent funding actions on orders.
- Existing task orders may continue at the OCO's discretion.
- Option periods on existing task orders may continue at the OCO's discretion.

### H.20.4 Re-Representation Prior to the Master Contract's Sixth Year

Per FAR 52.219-28(b)(3)(i) timely size re-representation is required prior to the master contract's sixth year. When the re-representation identifies other than a small business, then the master contract option period for the affected contractor contains the following changes:

1. The contractor is NOT eligible to respond to Task Order Requests subject to fair opportunity (FAR 16.505(b)(1))
2. The contractor remains eligible to accept orders from OCOs based on the following exception to a fair opportunity:
  - The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order. (FAR 16.505(b)(2)(i)(C))
3. A subsequent merger or acquisition, with or without novation, triggers paragraph H.20.2 or H.20.3, as applicable.
  - If the result of the size re-representation is that the contractor is deemed to be a small business concern, then H.20.4.1 will no longer apply, in which case it might take the Government 30 or more calendar days to implement the necessary adjustments.

## H.21 OPEN SEASON

An Open Season, as defined for purposes of this Master Contract, is total small business set-aside competitive acquisition conducted under the rules of *FAR Part 15 Contracting by Negotiation*. The Open Season provides the Government the ability to add additional contractors onto the Master Contract should they consider and determine it to be in their best interest.

Over time, the total number of Alliant 2 Small Business GWAC Contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions, or other reasons. Recognizing these variables, GSA intends to periodically review the total number of Alliant 2 Small Business GWAC Contractors participating in the Alliant 2 Small Business GWAC Ordering Process among other factors to determine whether it would be in the Government's best interest to initiate an Open Season to add new Contractors to the Alliant 2 Small Business GWAC Program. No set schedule will be established as to when an Open Season will be considered or implemented, and there is no guarantee that an Open Season will be executed during the term of the Alliant 2 Small Business GWAC.

### H.21.1 Open Season Procedures

The Government reserves the right to determine whether it would be appropriate to announce a new open market competition for the purpose of adding additional GWAC contractors. Consistent with FAR 16.504(c)(1)(ii)(A), the GSA Alliant 2 Small Business GWAC Contracting Officer has determined that it is

in the Government's best interest that at all times during the term of the Master Contract, there is an adequate number of Alliant 2 Small Business GWAC Contractors eligible to continually meet the Government's IT services procurement requirements via effective competition for Task Orders. This will be the primary trigger for determining if an Open Season is in the Government's best interest; thus, ensuring that "The ability to maintain competition among the awardees throughout the contracts' period of performance."

Should the GSA Contracting Officer determine to re-open the solicitation in accordance with Section H.21, the following conditions will apply:

1. An open season notice is published in Federal Business Opportunities in accordance with FAR Part 5, Publicizing Contract Action.
2. An open season solicitation is issued under current Federal procurement law.
3. The solicitation identifies the total anticipated number of new contracts that GSA intends to award onto the Master Contract.
4. Any Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a proposal in response to the solicitation.
5. The award decision under the open season solicitation is substantially based upon the same evaluation factors/sub-factors as the original solicitation. GSA reserves the right to update the evaluation scoring model with consideration to market conditions.
6. The terms and conditions of any resulting awards are materially identical to the existing version of the Alliant 2 Small Business GWAC.
7. The period of performance term for any new awards is coterminous with the existing term for all other Contractors
8. The Open Season competition is considered a separate and distinct open procurement; so, any Protests raised during Open Season source selection will not interfere with any new and/or existing Task Order requirements from being reviewed, competed, and/or issued with the original or current Contractor awardee pool
9. New Master Contract awardees resulting from the Open Season competition will be eligible to compete and submit proposals in response to any Task Order RFPs and accept awards with the same rights and obligations as any other Contractor once the Open Season Notice to Proceed is issued by the GSA GWAC PCO at a later date after contract award.

(END OF SECTION H)

## SECTION I CONTRACT CLAUSES

### I.1 GENERAL

In accordance with FAR 52.301, Solicitation Provisions and Contract Clauses (Matrix), due to the various combinations for contract provisions/clauses that may be Optional under an individual task order based on the contract type, statement of work, dollar value, and other specific customer agency requirements, Alliant 2 Small Business GWAC cannot predetermine all the contract provisions/clauses for future individual task orders. However, all Applicable and Required provisions/clauses set forth in FAR 52.301 automatically flow down to all Alliant 2 Small Business GWAC task orders, based on their specific contract type, statement of work, and dollar value.

All Applicable and Required provisions/clauses that automatically flow down to task orders shall remain unchanged. If a future Applicable or Required provision(s)/clause(s) are to the benefit of future task orders solicited under the Master Contract, the future Applicable or Required provision/clause may be updated and effective date under a bi-lateral modification to the Master Contract.

The OCO must identify any Optional, and/or Agency-Specific provisions/clauses for each individual task order solicitation and subsequent award. The OCO must provide the provision/clause Number, Title, Date, and fill-in information (if any), as of the date the task order solicitation is issued.

The clauses in Section I.2 apply to Task Orders, as applicable, depending upon any of the following:

- 1) the clause prescription for use per FAR 52.101(c),
- 2) FAR matrix per FAR 52.201(e),
- 3) the contract type of the Order, and
- 4) as specifically cited in the Order

Ordering Contracting Officers may include additional clauses in Task Orders, such as:

- (1) optional FAR clauses,
- (2) agency alternate and supplemental clauses,
- (3) alternate FAR clauses, and
- (4) order-specific clauses

Additional clauses are not limited to those associated only with Section I of the Uniform Contract Format in FAR 52.3.

Clauses relating to the Wage Rate Requirements (Construction) (Section B.15) and the Service Contract Labor Standards (Section B.16) shall be included in an individual Task Order as deemed applicable by the OCO.

#### I.1.1 DOD Agency Specific Required Provisions and Clauses

For Department of Defense (DoD) Task Orders issued under this Master Contract, provisions and clauses from the DoD FAR Supplement (DFARS) have been incorporated into the Master Contract Section J, *Attachment J-1 DoD Required Provisions and Clauses*. If applicable, these shall flow down to the Task Order level. The required provisions and clauses are updated through the version date indicated on the J-1 attachment. Alternate and supplemental provisions and clauses from Command-specific and/or DoD Component levels are not included and may be incorporated by the OCO into the specific Task Order solicitation and subsequent order. The required DoD provisions and clauses are updated through the Master Contract version date indicated on the J-1 attachment.

**I.2 FAR 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 these address: <https://www.acquisition.gov/far/>

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.202-1	DEFINITIONS	NOV 2013	X	X	X
52.203-3	GRATUITIES	APR 1984	X	X	X
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014	X	X	X
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006	X	X	
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014	X	X	X
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	X	X	X
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	X	X	X
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	X	X	X
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015	X	X	X
52.203-14	DISPLAY OF HOTLINE POSTER(S)	OCT 2015	X	X	X
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010	X	X	X
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011	X	X	X
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEE OF WHISTLEBLOWER RIGHTS	APR 2014	X	X	X
52.204-2	SECURITY REQUIREMENTS	AUG 1996	X	X	X
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER	MAY 2011	X	X	X
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011	X	X	X
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2015	X	X	X
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013	X	X	X
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	JAN 2014	X	X	X
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015	X	X	X
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY 2006	X	X	X
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015	X	X	X

52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013	X	X	X
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015	X	X	X
52.211-5	MATERIAL REQUIREMENTS	AUG 2000	X	X	
52.211-11*	LIQUIDATED DAMAGES – SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP 2000	X		
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR 2008	X	X	X
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991	X	X	X
52.215-2	AUDIT AND RECORDS —NEGOTIATION	OCT 2010	X	X	X
52.215-2	ALTERNATE I	MAR 2009	X	X	X
52.215-2	ALTERNATE II	APR 1998		X	
52.215-2	ALTERNATE III	JUN 1999	X	X	X
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997	X	X	X
52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT 1997	X	X	X
52.215-9	ALTERNATE I	OCT 2010	X		
52.215-9	ALTERNATE II	OCT 2010		X	
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011	X	X	X
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS	AUG 2011	X	X	X
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010	X	X	X
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010	X	X	X
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010	X	X	X
52.215-14	ALTERNATE I	OCT 1997	X	X	X
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	X	X	X
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	X	X	X
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005	X	X	X
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	X	X	X
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN CERTIFIED COST OR PRICING DATA- MODIFICATIONS	OCT 2010	X	X	X
52.215.21	ALTERNATE I	OCT 2010	X	X	X
52.215-21	ALTERNATE II	OCT 1997	X	X	X
52.215-21	ALTERNATE III	OCT 1997	X	X	X
52.215-21	ALTERNATE IV	OCT 2010	X	X	X
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009		X	
52.216-4	ECONOMIC PRICE ADJUSTMENT – LABOR AND MATERIAL	JAN 1997	X		X
52.216-5*	PRICE REDETERMINATION – PROSPECTIVE	OCT 1997	X		X
52.216-6*	PRICE REDETERMINATION—RETROACTIVE	OCT 1997	X		X

52.216-7*	ALLOWABLE COST AND PAYMENT	JUN 2013		X	X
52.216-8	FIXED FEE	JUN 2011		X	X
52.216-10	INCENTIVE FEE	JUN 2011		X	X
52.216-11*	COST CONTRACT-NO FEE	APR 1984		X	X
52.216-12	COST-SHARING CONTRACT—NO FEE	APR 1984		X	
52.216-16*	INCENTIVE PRICE REVISION – FIRM TARGET	OCT 1997	X		X
52.216-16	ALTERNATE I	APR 1984	X		X
52.216-17*	INCENTIVE PRICE REVISION - SUCCESSIVE TARGETS	OCT 1997	X		X
52.216-17	ALTERNATE I	APR 1984	X		X
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997	X		
52.217-8*	OPTION TO EXTEND SERVICES	NOV 1999	X	X	X
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD	NOV 2011	X	X	X
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011	X	X	X
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2014	X	X	X
52.219-13	NOTICE OF SET-ASIDE OF ORDERS	NOV 2011	X	X	X
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011	X	X	X
52.219-27	NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE	NOV 2011	X	X	X
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION	JUL 2013	X	X	X
52.219-29	NOTICE OF TOTAL SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) CONCERNS	DEC 2015	X	X	X
52.219-30	NOTICE OF TOTAL SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	DEC 2015	X	X	X
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997	X	X	X
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990		X	
52.222-3	CONVICT LABOR	JUN 2003	X	X	X
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION	MAY 2014	X	X	X
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2016	X	X	X
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015	X	X	X
52.222-26	EQUAL OPPORTUNITY	APR 2015	X	X	X
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015	X	X	X
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015	X	X	X
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014	X	X	X
52.222-36	ALTERNATE I	JUL 2014	X	X	X
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016	X	X	X
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	X	X	X

52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015	X	X	X
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015	X	X	X
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013	X	X	X
52.223-3*	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997	X	X	X
52.223-3	ALTERNATE I	JUL 1995	X	X	X
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. ALTERNATE I	MAY 2011	X	X	X
52.223-5	ALTERNATE I	MAY 2011	X	X	X
52.223-5	ALTERNATE II	MAY 2011	X	X	X
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	X	X	X
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011	X	X	
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995	X	X	X
52.223-13	ACQUISITION OF EPEAT <sup>(R)</sup> REGISTERED IMAGING EQUIPMENT	JUN 2014	X	X	X
52.223-14	ACQUISITION OF EPEAT <sup>(R)</sup> REGISTERED TELEVISIONS	JUN 2014	X	X	X
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007	X	X	X
52.223-16	ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS	OCT 2015	X	X	X
52.223-16	ALTERNATE I	JUN 2014			
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008	X	X	X
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	X	X	X
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011	X	X	X
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984	X	X	X
52.224-2	PRIVACY ACT	APR 1984	X	X	X
52.225-1	BUY AMERICAN –SUPPLIES	MAY 2014	X	X	X
52.225-3	BUY AMERICAN – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT	MAY 2014	X	X	X
52.225-8	DUTY-FREE ENTRY	OCT 2010	X	X	X
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	X	X	
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	X	X	X
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008	X	X	X
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007	X	X	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	X	X	
52.227-3	PATENT INDEMNITY	APR 1984	X	X	
52.227-3*	ALTERNATE I	APR 1984	X	X	
52.227-3*	ALTERNATE II	JUL 1995	X	X	
52.227-5*	WAIVER OF INDEMNITY	APR 1984	X	X	

52.227-9	REFUND OF ROYALTIES	APR 1984	X		
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	DEC 2007	X	X	
52.227-11	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR	MAY 2014	X	X	
52.227-13	PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT	DEC 2007	X	X	
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014	X	X	X
52.227-14	ALTERNATE I	DEC 2007	X	X	X
52.227-14*	ALTERNATE II	DEC 2007	X	X	X
52.227-14*	ALTERNATE III	DEC 2007	X	X	X
52.227-14	ALTERNATE IV	DEC 2007	X	X	X
52.227-14	ALTERNATE V	DEC 2007	X	X	X
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987	X	X	
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007	X	X	X
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007	X		
52.227-21	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT—MAJOR SYSTEMS	MAY 2014	X	X	X
52.227-22	MAJOR SYSTEM - MINIMUM RIGHTS	JUN 1987	X	X	X
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987	X	X	X
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	X	X	X
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	X	X	X
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997	X		
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996		X	
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013	X		X
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB 2013	X		X
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	FEB 2013	X		X
52.229-8*	TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990		X	
52.229-10*	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX	APR 2003		X	X
52.232-1	PAYMENTS	APR 1984	X		
52.232-7*	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	AUG 2012			X
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002	X		X
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984	X	X	X
52.232-11	EXTRAS	APR 1984	X		
52.232-12*	ADVANCE PAYMENTS	MAY 2001	X	X	X
52.232-12	ALTERNATE I	APR 1984	X	X	X
52.232-12*	ALTERNATE II	MAY 2001		X	
52.232-16*	PROGRESS PAYMENTS	APR 2012	X		
52.232-16	ALTERNATE I	MAR 2000	X		
52.232-17	INTEREST	MAY 2014	X	X	X
52.232-18	AVAILABILITY OF FUNDS	APR 1984	X	X	X



52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984	X	X	
52.232-20	LIMITATION OF COST	APR 1984		X	
52.232-22	LIMITATION OF FUNDS	APR 1984		X	
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014	X	X	X
52.232-23	ALTERNATE I	APR 1984	X	X	X
52.232-25	PROMPT PAYMENT	JUL 2013	X	X	X
52.232-25	ALTERNATE I	FEB 2002		X	X
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT	JUL 2013	X	X	X
52.232-36	PAYMENT BY THIRD PARTY	MAY 2014	X	X	X
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS.	MAY 1999	X	X	X
52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013	X	X	X
52.233-1	DISPUTES	MAY 2014	X	X	X
52.233-1	ALTERNATE I	DEC 1991	X	X	X
52.233-3	PROTEST AFTER AWARD	AUG 1996	X		X
52.233-3	ALTERNATE I	JUN 1985		X	
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004	X	X	X
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	X	X	X
52.237-3	CONTINUITY OF SERVICES	JAN 1991	X	X	
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014		X	X
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996	X	X	X
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	X	X	X
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014		X	X
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997		X	X
52.242-13	BANKRUPTCY	JUL 1995	X	X	X
52.243-1	CHANGES – FIXED-PRICE	AUG 1987	X		
52.243-1	ALTERNATE I	APR 1984	X		
52.243-1	ALTERNATE II	APR 1984	X		
52.243-1	ALTERNATE III	APR 1984	X		
52.243-2	CHANGES – COST REIMBURSEMENT	AUG 1987		X	
52.243-2	ALTERNATE I	APR 1984		X	
52.243-2	ALTERNATE II	APR 1984		X	
52.243-2	ALTERNATE V	APR 1984		X	
52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000			X
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984	X	X	
52.243-7*	NOTIFICATION OF CHANGES	APR 1984	X	X	X
52.244-2*	SUBCONTRACTS	OCT 2010	X	X	X
52.244-2	ALTERNATE I	JUN 2007		X	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996	X	X	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN 2016	X	X	X
52.245-1	GOVERNMENT PROPERTY	APR 2012	X	X	X
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	APR 2012	X		
52.245-9	USE AND CHARGES	APR 2012	X	X	X
52.246-19*	WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA.	MAY 2001	X		

52.246-19	ALTERNATE I	APR 1984	X		
52.246-19	ALTERNATE II	APR 1984	X		
52.246-19	ALTERNATE III	APR 1984	X		
52.246-20*	WARRANTY OF SERVICES	MAY 2001	X		
52.247-1*	COMMERCIAL BILL OF LADING NOTATIONS	FEB 2006	X	X	X
52.247-63*	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	X	X	X
52.247-67*	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	X	X	X
52.248-1*	VALUE ENGINEERING	OCT 2010	X	X	
52.248-1	ALTERNATE I	APR 1984	X	X	X
52.248-1	ALTERNATE II	FEB 2000	X	X	X
52.248-1	ALTERNATE III	APR 1984	X	X	X
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012	X		X
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM).	APR 1984	X		
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004		X	
52.249-6	ALTERNATE IV	SEP 1996			X
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	X		
52.249-14	EXCUSABLE DELAYS	APR 1984		X	X
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012	X	X	X
52.251-2	INTER-AGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES	JAN 1991		X	
52.253-1	COMPUTER GENERATED FORMS	JAN 1991	X	X	X

(Note: Clause numbers followed by an asterisk (\*) require fill-ins by the OCO if determined applicable and incorporated into the Order.)

(End of Clause)

### I.2.1 Acquisition of Commercial Items

The following clauses apply only to task and delivery orders that are for the acquisition of supplies or services that meet the definition of commercial items at FAR 2.101. They will be incorporated in full text into individual orders, as applicable.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	MAR 2016	X		X

#### I.2.1.1 GSAR 552.212-4 Contract Terms and Conditions-Commercial Items. (ALTERNATE II) (FAR DEVIATION) (July 2015)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may

seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
  - (A) The date fixed under this contract.
  - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
  - (A) The date on which the designated office receives payment from the Contractor;
  - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
  - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause,
- (3) The clause at 52.212-5,
- (4) Solicitation provisions if this is a solicitation.
- (5) Other paragraphs of this clause.
- (6) Addenda to this solicitation or contract, including any license agreements for computer software.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) Change the name in the SAM database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101), that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341 ), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) Commercial supplier agreements - unenforceable clauses

When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) End user. This agreement shall bind the ordering activity as user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law.

- (A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.
- (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.
- (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
- (iv) Continued performance. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).
- (v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).
- (vi) Additional terms.
- (A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc). Such terms shall be enforceable only to the extent that:
- (1) When included by reference using electronic means, the terms are readily available at referenced locations; and
  - (2) Terms do not materially change government obligations; and
  - (3) Terms do not increase government prices; and
  - (4) Terms do not decrease overall level of service; and
  - (5) Terms do not limit any other Government rights addressed elsewhere in this contract.
- (B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government.
- (vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.
- (viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.
- (ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows: (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order. (B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 522.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process. (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.
- (x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a



determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause at 552.212-4.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list (if applicable) shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of Clause)

#### **I.2.1.2 (ALTERNATE FOR TIME AND MATERIALS/LABOR HOUR CONTRACTS) ((ref. 52.212-4 ALTERNATE I) (MAY 2014))**

When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause above.

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)

- (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—
  - (A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
  - (B) Terminate this contract for cause.
- (ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—
  - (i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
  - (ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.
- (e) Definitions.
  - (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—
    - (i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
    - (ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—
      - (A) Performed by the contractor;
      - (B) Performed by the subcontractors; or
      - (C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.
    - (iii) Materials means—
      - (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
      - (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
      - (C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);
      - (D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and
      - (E) Indirect costs specifically provided for in this clause.
    - (iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract

including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) Payments.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

- (1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]
- (2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'")."]
- (2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
- (i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;
  - (ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—
    - (A) The original timecards (paper-based or electronic);
    - (B) The Contractor's timekeeping procedures;

- (C) Contractor records that show the distribution of labor between jobs or contracts; and
- (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
- (iii) For material and subcontract costs that are reimbursed on the basis of actual cost—
  - (A) Any invoices or subcontract agreements substantiating material costs; and
  - (B) Any documents supporting payment of those invoices.
- (5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—
  - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
    - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
    - (B) Affected contract number and delivery order number, if applicable;
    - (C) Affected contract line item or subline item, if applicable; and
    - (D) Contractor point of contact.
  - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6)
  - (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.
  - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
  - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
    - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
    - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
    - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).
  - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
  - (v) Amounts shall be due at the earliest of the following dates:
    - (A) The date fixed under this contract.
    - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
  - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
    - (A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212- 5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(End of Clause)

#### **I.2.2 General Services Administration Regulations (GSAR), Incorporated By Reference**

<b>CLAUSE #</b>	<b>CLAUSE TITLE</b>	<b>DATE</b>
552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS	OCT 2012
552.215-70	EXAMINATION OF RECORDS BY GSA	FEB 1996
552.216-74	TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN	JAN 2016
552.228-5	GOVERNMENT AS ADDITIONAL INSURED	JAN 2016
552.229-71	FEDERAL EXCISE TAX—DC GOVERNMENT	SEP 1999
552.232-1	PAYMENTS (DEVIATION FAR 52.232-1)	NOV 2009
552.232-23	ASSIGNMENT OF CLAIMS	SEP 1999
552.232-25	PROMPT PAYMENT (DEVIATION FAR 52-232-25)	NOV 2009
552.237-73	RESTRICTION ON DISCLOSURE INFORMATION	JUN 2009
552.239-70	INFORMATION TECHNOLOGY SECURITY PLAN AND SECURITY AUTHORIZATION	JUN 2011
552.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES	JAN 2012

#### **I.3 GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6)(SEP 1999)**

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) “Substantially the same as” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of clause)

#### **I.4 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the ACO within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

- (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
- (End of clause)

#### **I.5 FAR 52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued in accordance with Section F.3.
  - (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, this contract shall control.
  - (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized by the Schedule.
- (End of clause)

#### **I.6 FAR 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 the \$150,000, as amended, 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 \$1 Billion per year
    - (2) Any order for a combination of items in excess of \$1 Billion per year
    - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
  - (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
  - (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) work 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)

#### **I.7 FAR 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 60 months following the expiration of the basic contract ordering period.

(End of clause)

## **I.8 FAR 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 within 30 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

## **I.9 FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)**

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the \_\_\_\_\_ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall—

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

#### **I.10 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any GSAM (48 CFR Chapter 5) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### **I.11 GSAM 552.203-71 RESTRICTION ON ADVERTISING (SEP 2009)**

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

(End of clause)

#### **I.12 GSAR 552.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JULY 2015) (FAR DEVIATION) (FAR 52.232-39)**

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341 ), the following shall govern:

(1) Any such language, provision, or clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement, EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement, EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

### **I.13 GSAR 552.232-78 COMMERCIAL SUPPLIER AGREEMENTS - UNENFORCEABLE CLAUSES (JULY 2015)**

(a) When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders not using FAR Part 12).

(ii) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law. (A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted. (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted. (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in 52.233-1 Disputes.

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Additional terms.

(A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc.). Such terms shall be enforceable only to the extent that:

(1) When included by reference using electronic means, the terms are readily available at referenced locations; and

(2) Terms do not materially change government obligations; and

(3) Terms do not increase government prices; and

(4) Terms do not decrease overall level of service; and

(5) Terms do not limit any other Government right addressed elsewhere in this contract.

(B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government. (vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows: (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity.

Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order. (B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 52.233-1; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process. (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at 52.232-23, Assignment of Claims.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any provision of this agreement conflicts or is inconsistent with the preceding subparagraph (a)(1), the provisions of subparagraph (a)(1) shall prevail to the extent of such inconsistency.

(End of Clause)

(END OF SECTION I)

**SECTION J  
LIST OF ATTACHMENTS**

**I. MASTER CONTRACT ATTACHMENTS**

- J-1 DoD Required Provisions and Clauses
- J-2 Government Security Publications and Contractor Minimum Security Requirements for Select Systems
- J-3 Labor Category Descriptions and BLS Service Occupational Classifications
- J-4 Contractor Labor Hour Pricing for Standard IT Service Labor Categories (Post Award)
- J-5 Performance Requirements Summary
- J-6 Transactional Data Reporting and Contract Access Fee

(END OF SECTION J)

**ATTACHMENT J-1**  
**DOD REQUIRED PROVISIONS AND CLAUSES**  
**Updated as of: 6 June 2016**

As referenced in Section I.1.1 Contract Clauses, the following agency specific Department of Defense (DoD) provisions and clauses are provided for Task Orders solicited and issued under the Master Contract. The required provisions and clauses are updated through the version date indicated above.

**PROVISIONS**

DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (MAY 2016)  
DFARS 252.203-7998, Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements-Representation (Deviation 2016-O0010)(OCT 2015)  
DFARS 252.204-7011, Alternative Line Item Structure (SEP 2011)  
DFARS 252.209-7002, Disclosure of Ownership or Control by a Foreign Government (JUN 2010)  
DFARS 252.209-7008, Notice of Prohibition Relating to Organizational Conflict of Interest – Major Defense Acquisition Program (DEC 2010)  
DFARS 252.215-7008, Only One Offer (OCT 2013)  
DFARS 252.216-7002, Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition (FEB 2007)  
DFARS 252.225-7003, Report of Intended Performance Outside the United States and Canada—Submission with Offer (OCT 2015)  
DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)  
DFARS 252.234-7001, Notice of Earned Value Management System (APR 2008)  
DFARS 252.225-7020, Trade Agreements Certificate-Basic (Nov 2014)  
DFARS 252.225-7035, Buy America Act- Free Trade Agreements – Balance of Payment Program Certificate –Basic (Nov 2014)

**FULL TEXT PROVISIONS / REPRESENTATIONS AND CERTIFICATIONS**

Offeror must complete and return the following provisions with their proposal.

**DFARS 252.204-7007, Alternate A, Annual Representations and Certifications JAN 2015**  
**Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:**

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

- (i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.
- (ii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.
- (iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.



(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: *[Contracting Officer check as appropriate.]*

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by provision number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

#### **DFARS 252.209-7006 Limitations on Contractors Acting as Lead System Integrators (JAN 2008)**

(a) *Definitions.* “Lead system integrator,” “lead system integrator with system responsibility,” and “lead system integrator without system responsibility,” as used in this provision, have the meanings given in the clause of this solicitation entitled “Prohibited Financial Interests for Lead System Integrators” (DFARS

252.209-7007).

(b) *General.* Unless an exception is granted, no contractor performing lead system integrator functions in the acquisition of a major system by the Department of Defense may have any direct financial interest in the development or construction of any individual system or element of any system of systems.

(c) *Representations.*

(1) The offeror represents that it does ☐ does not ☐ propose to perform this contract as a lead system integrator with system responsibility.

(2) The offeror represents that it does ☐ does not ☐ propose to perform this contract as a lead system integrator without system responsibility.

(3) If the offeror answered in the affirmative in paragraph (c)(1) or (2) of this provision, the offeror represents that it does ☐ does not ☐ have any direct financial interest as described in paragraph (b) of this provision with respect to the system(s), subsystem(s), system of systems, or services described in this solicitation.

(d) If the offeror answered in the affirmative in paragraph (c)(3) of this provision, the offeror should contact the Contracting Officer for guidance on the possibility of submitting a mitigation plan and/or requesting an exception.

(e) If the offeror does have a direct financial interest, the offeror may be prohibited from receiving an award under this solicitation, unless the offeror submits to the Contracting Officer appropriate evidence that the offeror was selected by a subcontractor to serve as a lower-tier subcontractor through a process over which the offeror exercised no control.

(f) This provision implements the requirements of 10 U.S.C. 2410p, as added by Section 807 of the National Defense Authorization Act for Fiscal Year 2007 (Pub. L. 109-364).

(End of provision)

**DFARS 252.209-7992, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law-Fiscal Year 2015 Appropriations (Deviation 2015-O0005)**

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235) none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that the action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

**DFARS 252.209-7998, Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (Deviation 2012-O0007 (DATE 2012))**

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within **the preceding 24 months**, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

**DFARS 252.209-7999 Representation Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Deviation) (JAN 2012)**

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**DFARS 252.217-7002, Offering Property for Exchange (JUN 2012)**

(a) The property described in item number \_\_\_\_\_, is being offered in accordance with the exchange provisions of 40 U.S.C, 503.

(b) The property is located at (insert address). Offerors may inspect the property during the period (insert beginning and ending dates and insert hours during day).

(End of provision)

**DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions  
(JAN 2011)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished	Name of Person Asserting
With Restrictions *	Basis for Assertion **
Asserted Rights Category ***	Restrictions ****
(LIST) *****	(LIST)
(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software,

development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_  
(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

**DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)**

As prescribed in 227.7103-6(d), 227.7104(f)(2), or 227.7203-6(e), use the following provision:

**TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

**DFARS 252.246-7005, Notice of Warranty Tracking of Serialized Items (MAR 2016)**

As prescribed in 246.710(3)(i)(A), use the following provision:

(a) *Definitions*. "Duration," "enterprise," "enterprise identifier," "fixed expiration," "item type," "serialized

item,” “starting event,” “unique item identifier,” “usage,” “warranty administrator,” “warranty guarantor,” and “warranty tracking” are defined in the clause at 252.246-7006, Warranty Tracking of Serialized Items.

**(b) Reporting of data for warranty tracking and administration.**

(1) The Offeror shall provide the information required by the attachment entitled “Warranty Tracking Information” on each contract line item number, subline item number, or exhibit line item number for warranted items with its offer. Information required in the warranty attachment for each warranted item shall include such information as duration, fixed expiration, item type, starting event, usage, warranty administrator enterprise identifier, and warranty guarantor enterprise identifier.

(2) The successful offeror will be required to provide the following information no later than when the warranted items are presented for receipt and/or acceptance, in accordance with the clause at 252.246-7006—

(A) The unique item identifier for each warranted item required by the attachment entitled “Warranty Tracking Information;” and

(B) All information required by the attachment entitled “Source of Repair Instructions” for each warranted item.

(3) For additional information on warranty attachments, see the “Warranty and Source of Repair” training and “Warranty and Source of Repair Tracking User Guide” accessible on the Product Data Reporting and Evaluation Program (PDREP) website at [https://www.pdrep.csd.disa.mil/pdrep\\_files/other/wsr.htm](https://www.pdrep.csd.disa.mil/pdrep_files/other/wsr.htm).

(End of provision)

**CLAUSES INCORPORATED BY REFERENCE**

DFARS 252.201-7000, Contracting Officer’s Representative (DEC 1991)

DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

DFARS 252.203-7001, Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)

DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

DFARS 252.203-7003, Agency Office of the Inspector General (DEC 2012)

DFARS 252.203-7004, Display of Hotline Posters (OCT 2015)

DFARS 252.204-7000, Disclosure of Information (AUG 2013)

DFARS 252.204-7002, Payment for Subline Items Not Separately Priced (DEC 1991)

DFARS 252.204-7003, Control of Government Personnel Work Product (APR 1992)

DFARS 252.204-7004, Alternate A, System For Award Management (FEB 2014)

DFARS 252.204-7005, Oral Attestation of Security Responsibilities (NOV 2001)

DFARS 252.204-7006, Billing Instructions (OCT 2005)

DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015)

DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors (MAY 2016)

DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)

DFARS 252.209-7004, Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (OCT 2015)

DFARS 252.209-7007, Prohibited Financial Interests for Lead System Integrators (JUL 2009)

DFARS 252.209-7009, Organizational Conflict of Interest-Major Defense Acquisition Program (OCT 2015)

DFARS 252.211-7003, Item Unique Identification and Valuation (MAR 2016)

DFARS 252.211-7006, Passive Radio Frequency Identification (JUN 2016)

DFARS 252.211-7007, Reporting of Government-Furnished Property (AUG 2012)

DFARS 252.211-7008, Use of Government-Assigned Serial Numbers (SEP 2010)

DFARS 252.215-7000, Pricing Adjustments (DEC 2012)

DFARS 252.215-7002, Cost Estimating System Requirements (DEC 2012)  
DFARS 252.215-7009, Proposal Adequacy Checklist (JAN 2014)  
DFARS 252.216-7004, Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel (SEP 2011)  
DFARS 252.216-7005, Award Fee (FEB 2011)  
DFARS 252.216-7009, Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding (SEP 2013)  
DFARS 252.216-7010, Requirements – Basic (APR 2014) (applicable to Order Only if a requirements order will be issued)  
DFARS 252.216-7010, Requirements-Alternate I (APR 2014) (applicable to Order Only if a requirements order will be issued)  
DFARS 252.217-7001, Surge Option (AUG 1992) (applicable to Order Only if Surge Option will be required)  
DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (MAR 2016)  
DFARS 252.219-7003, Alternate A (MAR 2016)  
Deviation 2013-O0014, Summary Subcontract Report Submissions  
DFARS 252.219-7011, Notification to Delay Performance (JUN 1998)  
DFARS 252.222-7002, Compliance With Local Labor Laws (Overseas) (JUN 1997)  
DFARS 252.222-7006, Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)  
DFARS 252.223-7004, Drug Free Work Force (SEP 1988)  
DFARS 252.223-7006, Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials—Basic (SEP 2014)  
DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)  
DFARS 252.225-7001, Buy American Act And Balance of Payments Program-Basic (NOV 2014)  
DFARS 252.225-7002, Qualifying Country Sources As Subcontractors (DEC 2012)  
DFARS 252.225-7004, Report of Intended Performance Outside the United States and Canada—Submission After Award (OCT 2015)  
DFARS 252.225-7005, Identification Of Expenditures In The United States (JUN 2005)  
DFARS 252.225-7006, Quarterly Reporting of Actual Contract Performance Outside the United States (OCT 2010)  
DFARS 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013)  
DFARS 252.225-7013, Duty-Free Entry (MAY 2016)  
DFARS 252.225-7021, Trade Agreements - Basic (OCT 2015)  
DFARS 252.225-7048, Export Controlled Items (JUN 2013)  
252.225-7997 Contractor Demobilization. (DEVIATION 2013-O0017)  
DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)  
DFARS 252.227-7013, Rights In Technical Data-Non Commercial Items (FEB 2014)  
DFARS 252.227-7014, Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)  
DFARS 252.227-7015, Technical Data-Commercial Items (FEB 2014)  
DFARS 252.227-7016, Rights in Bid or Proposal Information (JAN 2011)  
DFARS 252.227-7019, Validation of Asserted Restrictions-Computer Software (SEP 2011)  
DFARS 252.227-7020, Rights In Data-Special Works (JUN 1995)  
DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)  
DFARS 252.227-7027, Deferred Ordering Of Technical Data Or Computer Software (APR 1988)  
DFARS 252.227-7030, Technical Data – Withholding of Payment (MAR 2000)  
DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013)

DFARS 252.231-7000, Supplemental Cost Principles (DEC 1991)  
DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)  
DFARS 252.232-7006, Wide Area Workflow Payment Instructions (MAY 2013)  
DFARS 252.232-7007, Limitation Of Government's Obligation (APR 2014)  
DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)  
DFARS 252.239-7000, Protection Against Compromising Emanations (JUN 2004)  
DFARS 252.239-7001, Information Assurance Contractor Training and Certification (JAN 2008)  
DFARS 252.239-7018, Supply Chain Risk (OCT 2015)  
DFARS 252.242-7004, Material Management and Accounting System (MAY 2011)  
DFARS 252.242-7005, Contractor Business Systems (FEB 2012)  
DFARS 252.242-7006, Accounting System Administration (FEB 2012)  
DFARS 252.243-7001, Pricing of Contract Modifications (DEC 1991)  
DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)  
DFARS 252.244-7000, Subcontracts for Commercial Items (JUN 2013)  
DFARS 252.244-7001, Contractor Purchasing System Administration-Basic (MAY 2014)  
DFARS 252.245-7001, Tagging, Labeling, And Marking Of Government-Furnished Property (APR 2012)  
DFARS 252.245-7002, Reporting Loss Of Government Property (APR 2012)  
DFARS 252.245-7003, Contractor Property Management System Administration (APR 2012)  
DFARS 252.245-7004, Reporting, Reutilization, and Disposal (MAR 2015)  
DFARS 252.246-7000, Material Inspection and Receiving Report (MAR 2008)  
DFARS 252.246-7001, Warranty of Data - Basic (MAR 2014)  
DFARS 252.246-7003, Notification of Potential Safety Issues (JUN 2013)  
DFARS 252.246-7006, Warranty Tracking of Serialized Items (MAR 2016)  
DFARS 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System (MAY 2014)  
DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)  
DFARS 252.247-7023, Transportation of Supplies by Sea – Basic (APR 2014)  
DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)  
DFARS 252.249-7002, Notification of Anticipated Contract Termination or Reduction (OCT 2015)  
DFARS 252.251-7000, Ordering From Government Supply Sources (AUG 2012)

#### **DFARS CLAUSES INCORPORATED BY FULL TEXT**

DFARS 252.216-7006, Ordering (MAY 2011)  
DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts)(MAR 2016) Alternate I (MAR 2016)  
DFARS 252.222-7000, Restrictions on Employment of Personnel (MAR 2000)  
DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (OCT 2015)  
DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015)  
DFARS 252.239-7999, Cloud Computing Services (Deviation 2015-O0011) (JAN 2015)

Provisions and clauses provided by reference can be viewed on <http://farsite.hill.af.mil>.  
Class Deviations may be viewed on [http://www.acq.osd.mil/dpap/dars/class\\_deviations.html](http://www.acq.osd.mil/dpap/dars/class_deviations.html)

(End of Attachment J-1)



## **ATTACHMENT J-2**

### **GOVERNMENT SECURITY PUBLICATIONS AND CONTRACTOR MINIMUM SECURITY REQUIREMENTS FOR SELECT SYSTEMS**

The Government requires that information technology solutions meet Federal security standards. The security requirements of government sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers are located in Section H.7 SAFEGUARDING SENSITIVE DATA AND INFORMATION TECHNOLOGY RESOURCES. Additional security requirements, standards and specifications may be provided at the Task level and the contractors must understand certain Security Publications so that contractors are prepared to comply if encountered at the Task level. Furthermore, the Government requires that Contractors ensure a minimal level of security for certain select systems as outlined in this document.

#### **Federal Security Standards at the Task Level**

Contractors entering into an agreement for services at the Task Order level to the General Services Administration (GSA) and/or its Federal customers shall be contractually subject to all GSA and Federal IT Security standards, policies, and reporting requirements. The Contractor shall meet and comply with all GSA IT Security Policies and all applicable GSA and NIST standards and guidelines, and other Government-wide laws and regulations for protection and security of Information Technology. All GSA Contractors must comply with the GSA policies referenced within the GSA IT Security Policy that are listed under Section H.7 SAFEGUARDING SENSITIVE DATA AND INFORMATION TECHNOLOGY RESOURCES.

Contractors are also required to comply with Federal Information Processing Standards (FIPS), the "Special Publication 800 series" guidelines published by NIST, and the requirements of FISMA.

- Federal Information Security Management Act (FISMA) of 2002.
- Clinger-Cohen Act of 1996 also known as the "Information Technology Management Reform Act of 1996."
- Privacy Act of 1974 (5 U.S.C. § 552a).
- Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors", August 27, 2004.
- Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources", and Appendix III, "Security of Federal Automated Information Systems", as amended.
- OMB Memorandum M-04-04, "E-Authentication Guidance for Federal Agencies."
- FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems."
- FIPS PUB 200, "Minimum Security Requirements for Federal Information and Information Systems."
- FIPS PUB 140-2, "Security Requirements for Cryptographic Modules."
- NIST Special Publication 800-18 Rev 1, "Guide for Developing Security Plans for Federal Information Systems."
- NIST Special Publication 800-30, "Risk Management Guide for Information Technology Security Risk Assessment Procedures for Information Technology Systems."
- NIST Special Publication 800-34, "Contingency Planning Guide for Information Technology Systems."
- NIST Special Publication 800-37, Revision 1, "Guide for the Security Certification and Accreditation of Federal Information Systems."

- NIST Special Publication 800-47, "Security Guide for Interconnecting Information Technology Systems."
- NIST Special Publication 800-53 Revision 3, "Recommended Security Controls for Federal Information Systems."
- NIST Special Publication 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems."
- DOD/DISA Security Requirements Guide (SRG)

### **Information Security Policies, Procedures, and Practices**

In addition to being able to perform in accordance to the referenced publications as required at the Task level for sensitive data and information technology (IT) resources, a contractor must ensure that the contractor's information security policies, procedures, and practices applicable to all information systems it owns or operates which contain, transmit, or process information provided by or generated for the Government to support the operations and assets of a Federal agency ("Federal Information"), which may be reasonably contemplated to be used during the performance of this contract, meet, at a minimum, the requirements of the security control baseline for Low-Impact information systems (in the most current version of NIST Special Publication 800-53), or conform to the requirements commercial standards that provide a substantially equivalent or greater level of security.

PMs or FSMs must implement any cloud computing services in accordance with DISA provided Cloud Computing Security Requirements Guide (SRG) found at [http://iase.disa.mil/cloud\\_security/Pages/index.aspx](http://iase.disa.mil/cloud_security/Pages/index.aspx). Prior to contract award, all commercially provided cloud services must have a DoD Provisional Authorization granted by DISA. Prior to operational use, all cloud services must have an Authority to Operate granted by the PM/FSM's Authorizing Official. PMs/FSMs that acquire or use cloud services remain responsible for ensuring that end to end security and computer network defense requirements are met.

**NOTE:** This attachment is not a requirement for the Contractor to submit a System Security Plan for these systems, or for the government to provide Assessment and Authorization or Authorization to Operate for the contractor's systems which contain, transmit, or process Federal Information.

(End of Attachment J-2)

**ATTACHMENT J-3  
ALLIANT 2 SMALL BUSINESS  
LABOR CATEGORY DESCRIPTIONS AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS**

**BACKGROUND:**

Alliant 2 Small Business labor categories have been mapped to the Office of Management and Budget's (OMB) Standard Occupational Classification (SOC) for which the Bureau of Labor Statistics (BLS) maintains compensation data. Labor categories are further subdivided by knowledge/skill level. Definitions of these knowledge/skill levels are as follows:

- **JUNIOR:** Applies fundamental concepts, processes, practices, and procedures on technical assignments. Performs work that requires practical experience and training. Work is performed under supervision.
- **JOURNEYMAN:** Possesses and applies expertise on multiple complex work assignments. Assignments may be broad in nature, requiring originality and innovation in determining how to accomplish tasks. Operates with appreciable latitude in developing methodology and presenting solutions to problems. Contributes to deliverables and performance metrics where applicable.
- **SENIOR:** Possesses and applies a comprehensive knowledge across key tasks and high impact assignments. Plans and leads major technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. Functions as a technical expert across multiple project assignments. May supervise others.
- **SUBJECT MATTER EXPERT (SME):** Provides technical/management leadership on major tasks or technology assignments. Establishes goals and plans that meet project objectives. Has domain and expert technical knowledge. Directs and controls activities for a client, having overall responsibility for financial management, methods, and staffing to ensure that technical requirements are met. Interactions involve client negotiations and interfacing with senior management. Decision making and domain knowledge may have a critical impact on overall project implementation. May supervise others.

**INDIVIDUAL LABOR CATEGORIES**

The following individual labor categories correspond to a single SOC Number, Title, and Functional Description.

<b>Labor ID #</b>	<b>Business Intelligence Analyst</b>
101	Junior Business Intelligence Analyst
102	Journeyman Business Intelligence Analyst
103	Senior Business Intelligence Analyst
104	SME - Business Intelligence Analyst
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1199.08	Business Intelligence Analyst - Plan, direct, or coordinate activities in such fields as electronic data processing, information systems, systems analysis, and computer programming.

<b>Labor ID #</b>	<b>Computer and Information Research Scientist</b>
111	Junior Computer and Information Research Scientist
112	Journeyman Computer and Information Research Scientist
113	Senior Computer and Information Research Scientist
114	SME - Computer and Information Research Scientist
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1111.00	Computer and Information Research Scientist - Conduct research into fundamental computer and information science as theorists, designers, or inventors. Develop solutions to problems in the field of computer hardware and software.

<b>Labor ID #</b>	<b>Computer and Information Systems Manager</b>
121	Junior Computer and Information Systems Manager
122	Journeyman Computer and Information Systems Manager
123	Senior Computer and Information Systems Manager
124	SME - Computer and Information Systems Manager
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
11-3021.00	Computer and Information Systems Manager - Plan, direct, or coordinate activities in such fields as electronic data processing, information systems, systems analysis, and computer programming.

<b>Labor ID #</b>	<b>Computer Hardware Engineer</b>
131	Junior Computer Hardware Engineer
132	Journeyman Computer Hardware Engineer
133	Senior Computer Hardware Engineer
134	SME - Computer Hardware Engineer
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
17-2061.00	Computer Hardware Engineer - Research, design, develop, or test computer or computer-related equipment for commercial, industrial, military, or scientific use. May supervise the manufacturing and installation of computer or computer-related equipment and components.

<b>Labor ID #</b>	<b>Computer Network Architect</b>
141	Junior Computer Network Architect
142	Journeyman Computer Network Architect
143	Senior Computer Network Architect
144	SME - Computer Network Architect
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1143.00	Computer Network Architect - Design and implement computer and information networks, such as local area networks (LAN), wide area networks (WAN), intranets, extranets, and other data communications networks. Perform network modeling, analysis, and planning. May also design network and computer security measures. May research and recommend network and data communications hardware and software.

<b>Labor ID #</b>	<b>Computer Network Support Specialist</b>
151	Junior Computer Network Support Specialist
152	Journeyman Computer Network Support Specialist
153	Senior Computer Network Support Specialist
154	SME - Computer Network Support Specialist
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1152.00	Computer Network Support Specialist - Analyze, test, troubleshoot, and evaluate existing network systems, such as local area network (LAN), wide area network (WAN), and Internet systems or a segment of a network system. Perform network maintenance to ensure networks operate correctly with minimal interruption.

<b>Labor ID #</b>	<b>Computer Operator</b>
161	Junior Computer Operator *
162	Journeyman Computer Operator *
163	Senior Computer Operator
164	SME - Computer Operator
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
43-9011.00	Computer Operator - Monitor and control electronic computer and peripheral electronic data processing equipment to process business, scientific, engineering, and other data according to operating instructions. Monitor and respond to operating and error messages. May enter commands at a computer terminal and set controls on computer and peripheral devices.

<b>Labor ID #</b>	<b>Computer Programmer</b>
171	Junior Computer Programmer
172	Journeyman Computer Programmer
173	Senior Computer Programmer
174	SME - Computer Programmer
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1131.00	Computer Programmer - Create, modify, and test the code, forms, and script that allow computer applications to run. Work from specifications drawn up by software developers or other individuals. May assist software developers by analyzing user needs and designing software solutions. May develop and write computer programs to store, locate, and retrieve specific documents, data, and information.

<b>Labor ID #</b>	<b>Computer Systems Analyst</b>
181	Junior Computer Systems Analyst
182	Journeyman Computer Systems Analyst
183	Senior Computer Systems Analyst
184	SME - Computer Systems Analyst
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1121.00	Computer Systems Analyst - Analyze science, engineering, business, and other data processing problems to implement and improve computer systems. Analyze user requirements, procedures, and problems to automate or improve existing systems and review computer system capabilities, workflow, and scheduling limitations. May analyze or recommend commercially available software.

<b>Labor ID #</b>	<b>Computer Systems Engineer/Architect</b>
191	Junior Computer Systems Engineer/Architect
192	Journeyman Computer Systems Engineer/Architect
193	Senior Computer Systems Engineer/Architect
194	SME - Computer Systems Engineer/Architect
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1199.02	Computer Systems Engineer/Architect - Design and develop solutions to complex applications problems, system administration issues, or network concerns. Perform systems management and integration functions.

<b>Labor ID #</b>	<b>Computer User Support Specialist</b>
201	Junior Computer User Support Specialist *
202	Journeyman Computer User Support Specialist
203	Senior Computer User Support Specialist
204	SME - Computer User Support Specialist
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15.1151.00	Computer User Support Specialist - Provide technical assistance to computer users. Answer questions or resolve computer problems for clients in person, or via telephone or electronically. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.

<b>Labor ID #</b>	<b>Data Warehousing Specialist</b>
211	Junior Data Warehousing Specialist
212	Journeyman Data Warehousing Specialist
213	Senior Data Warehousing Specialist
214	SME - Data Warehousing Specialist
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1199.07	Data Warehousing Specialist - Design, model, or implement corporate data warehousing activities. Program and configure warehouses of database information and provide support to warehouse users.

<b>Labor ID #</b>	<b>Database Administrator</b>
221	Junior Database Administrator
222	Journeyman Database Administrator
223	Senior Database Administrator
224	SME - Database Administrator
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1141.00	Database Administrator - Administer, test, and implement computer databases, applying knowledge of database management systems. Coordinate changes to computer databases. May plan, coordinate, and implement security measures to safeguard computer databases.

<b>Labor ID #</b>	<b>Database Architect</b>
231	Junior Database Architect
232	Journeyman Database Architect
233	Senior Database Architect
234	SME - Database Architect
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1199.06	Database Architect - Design strategies for enterprise database systems and set standards for operations, programming, and security. Design and construct large relational databases. Integrate new systems with existing warehouse structure and refine system performance and functionality.

<b>Labor ID #</b>	<b>Document Management Specialist</b>
241	Junior Document Management Specialist
242	Journeyman Document Management Specialist
243	Senior Document Management Specialist
244	SME - Document Management Specialist
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1199.12	Document Management Specialist- Implement and administer enterprise-wide document management systems and related procedures that allow organizations to capture, store, retrieve, share, and destroy electronic records and documents.

<b>Labor ID #</b>	<b>Geographic Information Systems Technician</b>
251	Junior Geographic Information Systems Technician *
252	Journeyman Geographic Information Systems Technician
253	Senior Geographic Information Systems Technician
254	SME - Geographic Information Systems Technician
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1199.05	Geographic Information Systems Technician - Assist scientists, technologists, or related professionals in building, maintaining, modifying, or using geographic information systems (GIS) databases. May also perform some custom application development or provide user support.

<b>Labor ID #</b>	<b>Geospatial Information Scientist and Technologist</b>
261	Junior Geospatial Information Scientist and Technologist
262	Journeyman Geospatial Information Scientist and Technologist
263	Senior Geospatial Information Scientist and Technologist
264	SME - Geospatial Information Scientist and Technologist
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1199.04	Geospatial Information Scientist and Technologist - Research or develop geospatial technologies. May produce databases, perform applications programming, or coordinate projects. May specialize in areas such as agriculture, mining, health care, retail trade, urban planning, or military intelligence.

<b>Labor ID #</b>	<b>Information Security Analyst</b>
271	Junior Information Security Analyst
272	Journeyman Information Security Analyst
273	Senior Information Security Analyst
274	SME - Information Security Analyst
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1122.00	Information Security Analyst - Plan, implement, upgrade, or monitor security measures for the protection of computer networks and information. May ensure appropriate security controls are in place that will safeguard digital files and vital electronic infrastructure. May respond to computer security breaches and viruses.

<b>Labor ID #</b>	<b>Information Technology Project Manager</b>
281	Junior Information Technology Project Manager
282	Journeyman Information Technology Project Manager
283	Senior Information Technology Project Manager
284	SME - Information Technology Project Manager
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1199.09	Information Technology Project Manager - Plan, initiate, and manage information technology (IT) projects. Lead and guide the work of technical staff. Serve as liaison between business and technical aspects of projects. Plan project stages and assess business implications for each stage. Monitor progress to assure deadlines, standards, and cost targets are met.

<b>Labor ID #</b>	<b>Management Analyst</b>
291	Junior Management Analyst
292	Journeyman Management Analyst
293	Senior Management Analyst
294	SME - Management Analyst
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
13-1111.00	Management Analyst - Conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively. Includes program analysts and management consultants.

<b>Labor ID #</b>	<b>Network and Computer Systems Administrator</b>
301	Junior Network and Computer Systems Administrator
302	Journeyman Network and Computer Systems Administrator
303	Senior Network and Computer Systems Administrator
304	SME - Network and Computer Systems Administrator
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1142.00	Network and Computer Systems Administrator - Install, configure, and support an organization's local area network (LAN), wide area network (WAN), and Internet systems or a segment of a network system. Monitor network to ensure network availability to all system users and may perform necessary maintenance to support network availability. May monitor and test Web site performance to ensure Web sites operate correctly and without interruption. May assist in network modeling, analysis, planning, and coordination between network and data communications hardware and software. May supervise computer user support specialists and computer network support specialists. May administer network security measures.



<b>Labor ID #</b>	<b>Software Developer, Applications</b>
311	Junior Software Developer, Applications
312	Journeyman Software Developer, Applications
313	Senior Software Developer, Applications
314	SME - Software Developer, Applications
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1132.00	Software Developer, Applications - Develop, create, and modify general computer applications software or specialized utility programs. Analyze user needs and develop software solutions. Design software or customize software for client use with the aim of optimizing operational efficiency. May analyze and design databases within an application area, working individually or coordinating database development as part of a team. May supervise computer programmers.

<b>Labor ID #</b>	<b>Software Developer, Systems Software</b>
321	Junior Software Developer, Systems Software
322	Journeyman Software Developer, Systems Software
323	Senior Software Developer, Systems Software
324	SME - Software Developer, Systems Software
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1133.00	Software Developer, Systems Software - Research, design, develop, and test operating systems-level software, compilers, and network distribution software for medical, industrial, military, communications, aerospace, business, scientific, and general computing applications. Set operational specifications and formulate and analyze software requirements. May design embedded systems software. Apply principles and techniques of computer science, engineering, and mathematical analysis.

<b>Labor ID #</b>	<b>Software Quality Assurance Engineer and Tester</b>
331	Junior Software Quality Assurance Engineer and Tester
332	Journeyman Software Quality Assurance Engineer and Tester
333	Senior Software Quality Assurance Engineer and Tester
334	SME - Software Quality Assurance Engineer and Tester
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15.1199.01	Software Quality Assurance Engineer and Tester - Develop and execute software test plans in order to identify software problems and their causes.

<b>Labor ID #</b>	<b>Technical Writer</b>
341	Junior Technical Writer
342	Journeyman Technical Writer
343	Senior Technical Writer
344	SME - Technical Writer
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
27-3042.00	Technical Writer - Write technical materials, such as equipment manuals, appendices, or operating and maintenance instructions. May assist in layout work.

<b>Labor ID #</b>	<b>Telecommunications Engineering Specialist</b>
351	Junior Telecommunications Engineering Specialist
352	Journeyman Telecommunications Engineering Specialist
353	Senior Telecommunications Engineering Specialist
354	SME - Telecommunications Engineering Specialist
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1143.01	Telecommunications Engineering Specialist - Design or configure voice, video, and data communications systems. Supervise installation and post-installation service and maintenance.

<b>Labor ID #</b>	<b>Telecommunications Equipment Installer and Repairer</b>
361	Junior Telecommunications Equipment Installer and Repairer*
362	Journeyman Telecommunications Equipment Installer and Repairer
363	Senior Telecommunications Equipment Installer and Repairer
364	SME - Telecommunications Equipment Installer and Repairer
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
49-2022.00	Telecommunications Equipment Installer and Repairer - Install, set-up, rearrange, or remove switching, distribution, routing, and dialing equipment used in central offices or headends. Service or repair telephone, cable television, Internet, and other communications equipment on customers' property. May install communications equipment or communications wiring in buildings.

<b>Labor ID #</b>	<b>Training and Development Specialist</b>
371	Junior Training and Development Specialist
372	Journeyman Training and Development Specialist
373	Senior Training and Development Specialist
374	SME - Training and Development Specialist
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
13-1151.00	Training and Development Specialist - Design and conduct training and development programs to improve individual and organizational performance. May analyze training needs.

<b>Labor ID #</b>	<b>Video Game Designer</b>
381	Junior Video Game Designer
382	Journeyman Video Game Designer
383	Senior Video Game Designer
384	SME - Video Game Designer
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1199.11	Video Game Designer - Design core features of video games. Specify innovative game and role-play mechanics, story lines, and character biographies. Create and maintain design documentation. Guide and collaborate with production staff to produce games as designed.

<b>Labor ID #</b>	<b>Web Administrator</b>
391	Junior Web Administrator
392	Journeyman Web Administrator
393	Senior Web Administrator
394	SME - Web Administrator
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1199.03	Web Administrator - Manage web environment design, deployment, development and maintenance activities. Perform testing and quality assurance of web sites and web applications.

<b>Labor ID #</b>	<b>Web Developer</b>
401	Junior Web Developer
402	Journeyman Web Developer
403	Senior Web Developer
404	SME - Web Developer
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1134.00	Web Developer - Design, create, and modify Web sites. Analyze user needs to implement Web site content, graphics, performance, and capacity. May integrate Web sites with other computer applications. May convert written, graphic, audio, and video components to compatible Web formats by using software designed to facilitate the creation of Web and multimedia content.

\* - The estimated direct labor rate for these labor categories is not expected to exceed the threshold of 29 CFR 541.400, therefore, the Service Contract Labor Standards may apply.

(End of Attachment J-3)

**ATTACHMENT J-4**  
**ALLIANT 2 SMALL BUSINESS**  
**CONTRACTOR LABOR HOUR PRICING FOR STANDARD IT SERVICE LABOR CATEGORIES**

Initial award is for the base period only, years 1 through 5. Years 6 through 10 are not awarded until the exercise of the option period.















## ATTACHMENT J-5 PERFORMANCE REQUIREMENTS SUMMARY

	Performance Objective	Applicability	Performance Standard
1	Accessible and current Alliant 2 Small Business GWAC Contractor webpage	G.10	Fully accessible and updated webpage. No broken links, Redacted contract and all modifications listed, etc.
2	Insurance Coverage	G.11	Coverage required for full term of the Master Contract and performance completion of all Task Orders.
3	Completed Labor Category Cross-walk Matrix	G.12	Submission of complete Labor Category Cross-walk Matrix within 30 calendar days of the NTP and any requests for update
4	Contractor representation at mandatory meetings	G.13	Attend all required conferences and meetings.
5	Establish a shared company email address	G.14.1	Shared company email address established for Alliant 2 Small Business within 30 calendar days of the NTP
6	Timely, complete and accurate submission of GWAC Data Calls	G.20.1	Submission of accurate and complete data within 3 business days of each task order award, protest lodged, or other data request.
7	Timely, complete and accurate submission of transactional data	G.20.2	Submission of accurate and complete data within timeframes stated in the contract.
8	Timely CAF Remittance	G.21	Payment within timeframe stated in the contract.
9	Timely, complete and accurate submission of subcontracting data	G.22.1	Submission of accurate and complete data as required.

(End of Attachment J-5)

**ATTACHMENT J-6  
TRANSACTIONAL DATA REPORTING AND CONTRACT ACCESS FEE**

**This attachment applies to the Master Contract only.**

The Contractor shall report all Invoices and Contract Access Fee data within the date specified in Section F.7. Refer to the government designated reporting system instructions for the reporting process. It is mandatory to complete the data elements in the format outlined in the government designated reporting system instructions.

**552.216-75 TRANSACTIONAL DATA REPORTING (JUN 2016)**

**(a) Definitions.**

(1) "Transactional data" encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

**(b) Reporting of Transactional Data.** The Contractor shall report all transactional data under this contract as follows:

(1) The Contractor must electronically report transactional data by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website, <https://vsc.gsa.gov>. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor shall provide, at no cost to the Government, the following transactional data elements, as applicable—

- (i) Contract or Blanket Purchase Agreement (BPA) Number
- (ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID)
- (iii) Non Federal Entity
- (iv) Description of Deliverable
- (v) Manufacturer Name
- (vi) Manufacturer Part Number
- (vii) Unit Measure (each, hour, case, lot)
- (viii) Quantity of Item Sold
- (ix) Universal Product Code
- (x) Price Paid per Unit
- (xi) Total Price

(3) The Contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(4) The Contractor must report the price paid per unit, total price, or any other data elements with an associated monetary value listed in (b)(2) above, in U.S. dollars.

(5) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

*(6) Reporting Points.*

- (i) The acceptable points at which transactional data may be reported include –
  - (A) Issuance of an invoice; or
  - (B) Receipt of payment;
- (ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(7) The Contractor must continue to furnish reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order issued against the contract.

(8) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other information that would compromise national security are exempt from this reporting requirement.

(9) This clause does not exempt the Contractor from fulfilling existing reporting requirements contained elsewhere in the contract.

(10) GSA reserves the unilateral right to change reporting instructions following 60 calendar days' advance notification to the Contractor.

*(c) Contract Access Fee (CAF).*

(1) GSA's operating costs are reimbursed through a CAF charged on orders placed against this contract. The CAF is paid by the ordering activity but remitted to GSA by the Contractor. GSA has the unilateral right to change the fee structure at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change.

(2) Within 60 calendar days of award or inclusion of this clause in the contract, a GSA representative will provide the Contractor with specific written procedural instructions on remitting the CAF, including the deadline by which the Contractor must remit the CAF. The deadline specified in the written procedural instructions will be no less than 30 calendar days after the last calendar day of the month. GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.

(3) The Contractor shall remit the CAF to GSA in U.S. dollars.

(4) The Contractor's failure to remit the full amount of the CAF within the specified deadline constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the required sales reports, falsifies them, or fails to timely pay the CAF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

**CLIN STRUCTURE**

The Contractor shall apply one or more of the following GWAC Program CLINs when reporting invoices in the Government Designated Reporting System.

GWAC REPORTING CLIN	REPORTING LINE TYPE
(see Attachment J-3)	Alliant 2 GWAC Labor Categories
N00	Non Standard IT Labor
L00	Ancillary Labor
D00	Contract Access Fee (CAF)
E00	Contract Access Fee (CAF) SPECIAL RATE
F00	Zero Invoice
H00	Fixed Price
B00	Cost Reimbursement
A00	Materials (T&M only)

(End of Attachment J-6)