

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 Exit Strategy at the Option Period and Re-certification

The contracts will have an exit strategy built in only at the option periods. Primarily, this exit strategy will require contract holders to amass at least \$100K in order awards on their contract in order to be eligible to continue performance under the contract. This is being established as a minimum requirement for the contract holder to be considered for option exercise. If the contract holder does not achieve at least \$100K in order awards during base period, the Government simply will not exercise the next option.

Prior to exercising the option period of the contract, the contractor will be required to re-represent business size status and 8(a) program eligibility by providing a size status statement to the contracting officer or by completing the applicable portion of 52.213-3, Offeror Representations and Certifications – Commercial Items or 52.219-1, Small Business Program Representations, as applicable to the contract(s). If a previously awarded 8(a) small business concern re-represents itself as other than small, the contracting officer shall be precluded from exercising the option.

Pending SBA's final ruling, the Government reserves the right to require annual size re-certification.

Failure to re-certify will preclude the option from being exercised.

H.2 Maximum Program Ceiling and Minimum Guarantee

There is not an individual Contract ceiling. Instead, **there is a Contract Program maximum of \$15 billion over the life of all Contracts under the 8(a) FAST ² GWAC.** As an Order is issued against a Contract, the value of Orders that can be issued under all Contracts decreases by an equal amount.

The guaranteed minimum is \$250.00 per contract. A request for payment of the minimum guarantee must be submitted in writing to the Contracting Officer no more than 15 calendar days after the Contract base period expires. Failure to submit the written request for payment to the Contracting Officer within that time period results in forfeiture of the minimum guarantee.

The exercise of an option does not re-establish, nor result in an increase in, the Contract minimum. The Contractor and Government agree that the minimum guarantee is adequate consideration to establish a binding Contract.

H.3 Contractor Provision of Contract Administration, Personnel, Equipment and Supplies

Unless otherwise specified in an individual Order, the Contractor shall provide all contract administration functions, office equipment (including computers/workstations used in daily operation in support of this contract) and consumable supplies required in the daily operation or performance of, or in support of this contract. Special requirements, e.g., special workstations or unusual reproduction requirements required to complete Order requirements must be approved in advance by the Administrative Contracting Officer.

H.3.1 Personnel

The Contractor shall provide, at no direct cost, all management, administrative, clerical and supervisory functions required for the effective and efficient performance of this contract.

H.3.2 Key Personnel

Each Contract awardee shall designate a Contract Manager (the Key Personnel position for this Contract) who is responsible for overall coordination of their Contract with the Government. Contract management shall be provided at no direct cost under the resultant contract.

H.3.3 Contract Manager

This person --

- Organizes, directs, and coordinates planning and production of all Contract support activities
- Has excellent oral and written communication skills, with a demonstrated capability for dealing with, and may meet with, all levels of internal personnel and external representatives
- Formulates and reviews strategic plans, marketing plans, subcontracting, and deliverable items, determines Contract costs, and ensures conformity with Contract terms and conditions
- Explains policies, purposes, and goals of the Contractor's organization, and GSA's policies and procedures applicable to this Contract, to Contractor personnel
- Takes appropriate action as required to avoid personal services Orders

- Must be authorized to negotiate on behalf of and bind the Contractor to Orders

Key personnel must be assigned for the duration of the Contract barring circumstances outside the control of the Contractor (e.g., death, resignation, disability, etc) or other wise accepted by the Contracting Officer.

H.4 Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and costs of whatever, kind and nature to include injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way under the terms of this contract, resulting in whole or in part from the negligent act or omissions of the Contractor.

H.5. Government Liability

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority.

H.6 Government Furnished Items (GFI)

Government furnished items (GFI), if any will be identified in individuals Orders, as appropriate. All GFI are furnished "as is".

H.6.1 Transportation of Government Furnished Items

The Contractor shall be responsible for transporting all GFI between the Government site(s) and the Contractor's place of performance. Pickup and delivery of all materials shall be in accordance with the schedule defined for each specific requirement.

H.6.2 Handling of Government Furnished Items

The Contractor shall protect from unauthorized disclosure any materials or information made available by the Government, or that the Contractor has access to by virtue of the provisions of this contract, that are not intended for public disclosure.

The material and information made available to the Contractor by the Government, or that the Contractor comes into contact with in completing this contract, are the exclusive property of the Government. Any information or materials developed by the Contractor in performance of this contract are also

the exclusive property of the Government. Upon completion or termination of this contract, the Contractor shall turn over to the Government all materials (copies included) that were furnished to the Contractor by the Government and all materials that were developed by the Contractor in the performance of this contract.

H.7 Government Facility Access & Availability

FAR provision 52.237-1 Site Visit (APR 1984) APPLIES TO EACH AND EVERY RFQ/ORDER ISSUED REGARDLESS IF IT IS CITED THERE OR NOT (it is a provision, and it usually applies only at the solicitation level, but it also applies to RFQ's/Orders issued under the Contract.) Contractors uncertain of conditions for performance are instructed to inquire regarding means of premises ingress/egress, security requirements, delivery/demurrage, storage, use of approaches, use of corridors, use of stairways, use of elevators, Government furnished space/property/equipment, availability of/access to Government facilities on federal holidays, and similar matters prior to submission of a quotation.

During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility.

H.8 Government Rights to Inspection

The Government, through its authorized representative, has the right, at all reasonable times, to inspect, or otherwise evaluate the work performed, or being performed, hereunder and shall notify the Contractor of unsatisfactory performance. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

It will be the responsibility of the Client Representative to ensure that adequate records of the inspection or evaluation are kept to support acceptance or rejection of work performed or being performed.

Acceptance will be made by the Client Representative or designated representative(s); the contracting officer, if necessary, will make rejections.

H.9 Alternate Dispute Resolution

Alternate Dispute Resolution (ADR) procedures increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. These procedures may be used at any time that the Contracting Officer has authority to resolve the issue in controversy. If the Contractor submits a claim, ADR procedures may be applied to all or part of the claim. The Contractor must certify its claim in accordance with FAR 33.207. When ADR procedures are used after the issuance of a Contracting Officer's final decision, the time limitations or

procedural requirements for filing an appeal of the Contracting Officer's final decision are not altered.

H.10 Contractor Past Performance Questionnaires

In order for GSA to effectively evaluate contractor past performance, the "Past Performance Questionnaire", Attachment 5, Section J, will be utilized during the pre-award phase of this procurement. During the post-award phase of this procurement, GSA client agencies will be asked to complete a past performance questionnaire for each order issued under these contracts. Questionnaires, if required, will be submitted after completion of delivery of supplies/services. Upon completion of every task order, the contractor shall provide to the Government PCO(s) client agency contact information in order to facilitate obtaining past performance data. Contractor cooperation in supplying the required information will be taken into consideration when exercising option periods.

H.11 Travel

All travel must be specified in the order issued. The cost of transportation, lodging, subsistence and incidental expenses (per diem) incurred by contractor personnel when requested to travel in the performance of an order shall comply with the limitations as set forth in FAR 31.205-46. Travel costs must be consistent with and limited to the approved Government travel regulations (Federal Travel Regulations (FTR) for civilian agency work, Joint Travel Regulations (JTR) for military agency work).

H.12 Supervision of Employees

The contractor's employees shall remain under the contractor's direct supervision at all times. Although the Government will coordinate directions within the scope of the contract, detailed instruction for the contractor's employees and supervision shall remain the responsibility of the contractor.

H.13 Cancellation of Orders

The contractor shall honor orders for services for the period of time specified or the estimated dollar value, whichever expires first, stated in the order. Services delivered in excess of those authorized by the order may not be paid for by the Government. Where the requirement for services is discontinued, transferred or otherwise changed, or canceled for convenience, the Government may cancel the order prior to expiration of the specified time or estimated dollar value upon thirty (30) days written notice to the contractor. If an order is canceled, the Government shall be liable only for payment of acceptable services rendered before the effective date of the cancellation.

H.14 Contract Marketing

For the life of their Contract(s), each Contractor shall design, deploy, operate, maintain, update and manage a Section 508 compliant informational web page (or pages) with a static URL that can be externally linked to, solely featuring their 8(a) FAST² Contract(s). The informational website shall be accessible 24 hours a day, 7 days a week. Each Contractor shall provide a prominent hyperlink to the aforementioned web page on their internet home page, after splash screen type introductions - if any, with no scroll down necessary to view the link. The specific web content design remains at the discretion of the Contractor. The informational web page will address the specific Contract terms, product, maintenance and warranty offerings available, and provide a ready link to the Small Business GWAC Center home page at <http://r6gsa.gov/smallbusinessgwac>. The Small Business GWAC Center home page is subject to change at the Government's discretion. The contractor's web site content shall be deployed and operational within 30 calendar days of Contract award.

If the Contractor intends to use the GSA logo in any way, they must have first received the Small Business GWAC Center Contracting Officer's approval.

H.15 Security Clearances

From time to time there may be opportunities for work requiring security clearances. RFQs will contain security clearance requirements, if any, and quoters must meet those requirements by the deadline for receipt of quotations unless a different standard is established in the RFQ, or they will be considered unacceptable. Pricing of obtaining security clearances must be included in the ceiling rates proposed in Section B.

H.16 Insurance

Required insurance in connection with FAR 52.228-5 and GSAR 552.228-70 found in Section I.

1. Workman's compensation insurance required by law of the State where performance is conducted.
2. Comprehensive bodily injury insurance with limits of not less than \$500,000 for each occurrence.
3. Property Damage liability with a limit of not less than \$100,000 for each occurrence.
4. Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each occurrence, and property

damage liability insurance with a limit of not less than \$50,000 for each occurrence.

H.17 Technical Refreshment

After contract award, the Government may, pursuant to the FAR Clause 52.243-1, Changes – Fixed Price, Alternate II or FAR Clause 52.243-3, Changes – Time and Materials or Labor Hours, order changes within the scope of the contract. These changes may be required to improve performance, or react to changes in technology.