ALLIANT 2 GWAC UNRESTRICTED MASTER CONTRACT

CONFORMED CONTRACT
December 2019

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SECTION A - CONTRACT Standard Form 33
Solicitation, Offer and Award

THE SIGNED SF-33 FORM IS SEPARATELY ATTACHED

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

The Alliant 2 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.

A Task Order is defined as "an order for services placed against an established contract or with Government sources," FAR 2.101. Task Orders are issued by federal agencies off the GSA Alliant 2 GWAC.

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

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

B.2 AUTHORITY

The Administrator of the U.S. General Services Administration (GSA) is specifically authorized to purchase supplies and Non-personal 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 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 Regulations 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 $50 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.

(d) As a result of an awarded Task Order that satisfies the minimum contract guarantee the government will deobligate the funded minimum contract guarantee from the Contractor's Master Contract.

There is no maximum dollar ceiling for an individual Task Order.

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.

Pursuant to FAR 37.102(a)(2), the Ordering Contracting Officer will 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 Attachment 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 provides the following three (3) types of LCATs:

(1) Standard IT Service LCATs – This labor category type includes the defined IT Service LCATs (see Attachment 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 Attachment J-3). A Non-standard IT Service LCAT must be approved by the Ordering Contracting Officer (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

Standard IT Service LCATs are the labor categories referenced in Attachment 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.

(a) 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.
(b) The Standard IT Service LCATs (see Attachment 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 *Attachment 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. IT Service LCATs that addresses new and emerging occupations for which the LCAT functional titles/descriptions may not correlate to any of the DOL SOC matches, or may not be widely available throughout Industry, are characteristics of *Non-standard IT LCATs*.

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. The OCO may review the Standard IT Service Cross-walk Matrix, located at www.gsa.gov/alliant2, that maps to equivalent commercial IT LCATs functional titles with the Standardized IT Service LCAT, or seek guidance from a GSA GWAC Technologist, when considering the addition of non-standard IT LCATs to their Task Order.

B.6.1.3 Ancillary Service Labor Categories

The GSA GWAC is to be used by agencies in meeting professional Information Technology (IT) 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 functional description and 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 will 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 will 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. Task Orders shall not be the primary purpose of the scope or issued exclusively for work performed under the Wage Rate Requirements (Construction).

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 will 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 will 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 GWAC is a Multiple Award, Indefinite-Delivery, Indefinite-Quantity (MA-IDIQ) Master Contract for Government-wide information technology service-based requirements. Task Order contract types permitted to be issued under this Master Contract include all FAR subparts and sections listed under FAR 16.2 Fixed-price Contracts, FAR 16.3 Cost-Reimbursement Contracts, and FAR 16.4 Incentive Contracts. Additionally, FAR section 16.503 Requirements Contracts; FAR section 16.601 Time-and-materials and FAR 16.602 Labor-hour Contracts are permitted Task Order contract types. However, FAR 16.503 Requirements Contracts should be limited to not exceed the ordering period of the Master Contract. Task Orders may also incorporate FAR 17.1 Multiyear 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.9.1 Requirements Contract Type

A Requirements contract type (FAR Subpart 16.503) provides for filling all actual purchase requirements of designated Government activities for services or supplies during a specified contract period, with performance or deliveries to be scheduled by placing orders with the Contractor. The contracting officer states a realistic estimated total quantity in the Task Order solicitation and the resulting order. All Requirements contract type CLINS within a Task Order must include a defined scope with all items priced at time of award, i.e., Fixed-priced by unit/rate, size or type as defined by the issuing agency. Established pricing is not subject to any adjustment on the basis of the contractor's cost experience in performing the Task Order, and established Contractor prices will not be subsequently discounted at the Government's request once negotiated at Task Order award. The agency will direct the Contractor to deliver a specified quantity of the in-scope Government requirement by use of a Call, which activates a pre-priced CLIN or SubCLIN during the term of the Task Order.

Requirements Task Order type under an IDIQ Master Contract: A Requirements contract type Task Order is a single contract award issued under this indefinite-delivery, indefinite-quantity (IDIQ) Master Contract vehicle. Executing and funding individual CLINS and SubCLINS under this Task Order type are not considered to be second-tier instruments issued under the awarded Task Order. Also, the agency's clearly defined Requirements Task Order procurement, as with any contract type listed in Section B.9, must be within the scope of the Master Contract's Section C.

Pursuant to the terms and conditions of this Master Contract, the use of Requirements contract types of Task Orders is further restricted to the following: The term of the Task Order (including Options) should not exceed the remaining ordering period of the Master Contract (including the Option) at the time of Requirements Task Order award.

Application of Requirements Contract Type: A Requirements contract type approach satisfies the requirement for the issuance of a binding Task Order under Master Contract. This contract type can provide Task Order issuing agencies with maximum flexibility when ordering IT services while obligating funds as needed only on individual calls as the bona fide need arises for predefined and established priced procurement requirements on awarded Requirements contract type Task Orders by individual CLINS and SubCLINS.

A Requirements contract type Task Order may be appropriate for acquiring flexible IT solution services, including ancillary services or goods when the Government anticipates recurring requirements but cannot predetermine the precise quantities that Government activities will need during a definite period. The below list are a few examples of IT services that may be considered to procure using a Requirements contract type:

- Data Center & Virtualization Services - Consolidation and migration.
- Cloud Migration and Storage.
- IT Disaster Recovery - Recovery, backup and replication services.

- IT Managed Services - Continuous monitoring, managing and/or problem resolution for the IT systems within a business.
- IT Helpdesk Services.
- Intrusion Monitoring and Prevention - threat monitoring and response.
- Telepresence.

B.9.1.1 Distinction of a Requirements Contract to Other Contract Types and Agreements

a) **IDIQ Contracts** - A Requirements contract type Task Order issued under this Master Contract is <u>not</u> an IDIQ contract. There are distinct structural differences between a Requirements contract and an IDIQ and distinct differences in the nature and legal effect of the different types of orders that are placed against these different contract vehicles. A Requirements contract type in this Master Contract is one in which the Government (buyer) agrees to purchase all of its needs for a particular item or service during the Task Order period from the Contractor (seller), and the seller agrees to fill all of the buyer's needs for the goods or services described in the Task Order. Thus, unlike an IDIQ, an essential element of a Requirements contract type is the promise by the buyer to purchase all the subject matter within this contract type of Task Order exclusively from one seller, Whereas with an IDIQ, once the minimum is met, the buyer is not obligated to place any additional orders. Additionally, the multiple award preference requirement does not apply as it does with an IDIQ, under FAR 16.504(c)(1). An IDIQ is also different from a Requirements contract type in the following: (1) A Requirements contract's guaranteed minimums are not required; (2) The Task Order solicitation of a Requirements contract must state realistic estimated quantities, and; (3) The buyer and seller are obligated to buy and sell on a Requirements at the prices negotiated at time of award.

(b) A **Basic Ordering Agreement** (BOA), under the rules of FAR Subpart 16.703, is not a contract. It is a written instrument of understanding used when contracting for uncertain requirements for supplies or services when specific items, quantities, and prices are not known at the time the agreement is executed. Thus, a BOA, unlike a Requirements contract, does not require a clearly defined scope or required pricing established at time of award. And because a defined scope and established pricing is required for any Task Order issued under this Master Contract, BOAs are unsuitable methods of procurement for purposes of this GSA GWAC program.

(c) A traditional Blanket Purchasing Agreement (BPA) falls under the rules of FAR Subpart 13.303, Simplified Acquisition Procedures, and a Multiple Award Schedule BPA (also known as a GSA Schedule BPA) falls under the rules of FAR Subpart 8.4 Federal Supply Schedules (FSS). Task Orders should be issued in accordance with the rules under FAR Subpart 16.505, not FAR Subpart 13.303 or 8.4. Neither of the two BPA types fall under FAR Part 16 Types of Contracts because they are agreements similar to BOAs. BPAs neither obligate funds nor require placement of any orders against it. The award of a BPA lacks mutuality of

consideration at the time of BPA award. Like BOAs, BPAs are not suitable as a Task Order contract type. Therefore, including IDIQ, BPA and BOA Task Order Contract Types into Section B.8 are not in the best interest of the Government for this Master Contract.

B.9.1.2 Additional Terms and Conditions for Requirements Contract Type for Commercial Items

At any time during the term of the Master Contract, the Requirements Contract type as an available Task Order type (listed in Section B.9) may be removed from the Master Contract via a unilateral contract modification if the GSA GWAC PCO determines that its use as an available contract type is no longer in the best interest of the Government.

B.10 ORDER TYPE PREFERENCE

The Ordering Contracting Officer **(OCO)** will 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 will identify the applicable contract type for all CLINs in each 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 will 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 will 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 Ordering Contracting Officer **(**OCO**)** will determine fair and reasonable pricing, **cost realism,** 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)(3).** 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 will 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

(a) APPLICABLE TO THE MASTER CONTRACT

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 Standard IT Service LCATs indicated in this Master Contract. The burdened rates include the direct labor cost, G&A, O/H, fringe benefits, and profit. The Maximum Rates accommodate the U.S. Government security classification up through the Secret level. These Maximum Rates apply exclusively applicable to all T&M and L-H contract type Task 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.

Escalation Factor: The burdened maximum rates awarded for each LCAT 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 date, the maximum rates for Master Contract Option Years 6 through 10, plus the remaining Period of Task Order Performance Years 11through 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 the remaining Period of Task Order Performance 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.

Direct labor and all other cost elements (including G&A, O/H, fringe benefits, profit, and all other direct and/or indirect rates) that were initially established at Master Contract award date can only increase from the above *Escalation Factor*. No other factors shall increase *Maximum Rates*.

(b) APPLICABLE TO THE TASK ORDERS

1. Maximum Ceiling rates for current and future IT services requirements are determined by GSA to be fair and reasonable on the Master Contract, inclusive of the escalation factor. However, the Task Order issuing agencies will perform their own determination for fair and reasonable pricing for each Task Order they award.
2. 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 any Task Orders option periods. Therefore, any price increases in LCATS triggered by the Master Contract's escalation factor during the term of any active Task Order will not apply. Only newly awarded Task Orders subsequent to an escalation factor's execution may be considered at the discretion of the Task Ordering issuing agency.
3. 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. **NOTE: The Maximum Rates 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.**

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 will 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 (see *Attachment J-8 Website References*) 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.

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 CAF Rate, effective at time of the Task Order award, shall remain the same for that Task Order for the full term of the Order.**

The Contractor remits the CAF to GSA in accordance with Section G.21. The total CAF collected per Order may be capped at a set amount to be determined by the Alliant 2 GWAC Program Office. For more information on this cap CAF Memo, please see the Alliant 2 website (http://www.gsa.gov/alliant2).

(END OF SECTION B)

SECTION C - CONTRACT SCOPE OF WORK AND PERFORMANCE WORK STATEMENT

C.1 SCOPE OF WORK OBJECTIVE

The Alliant 2 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. **All IT development methodologies, including Agile which is an encouraged methodology, are supported**. 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
- Agile Development
- Big Data
- Biometrics /Identity Management
- 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)
- Shared IT Services
- 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.

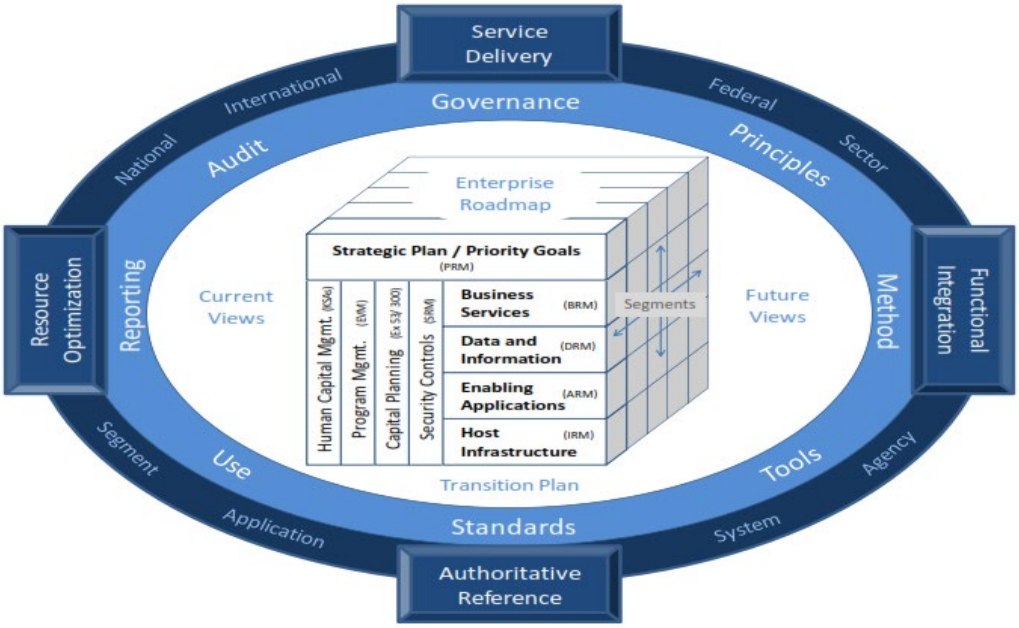


Figure 1 - Federal Enterprise Architecture

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

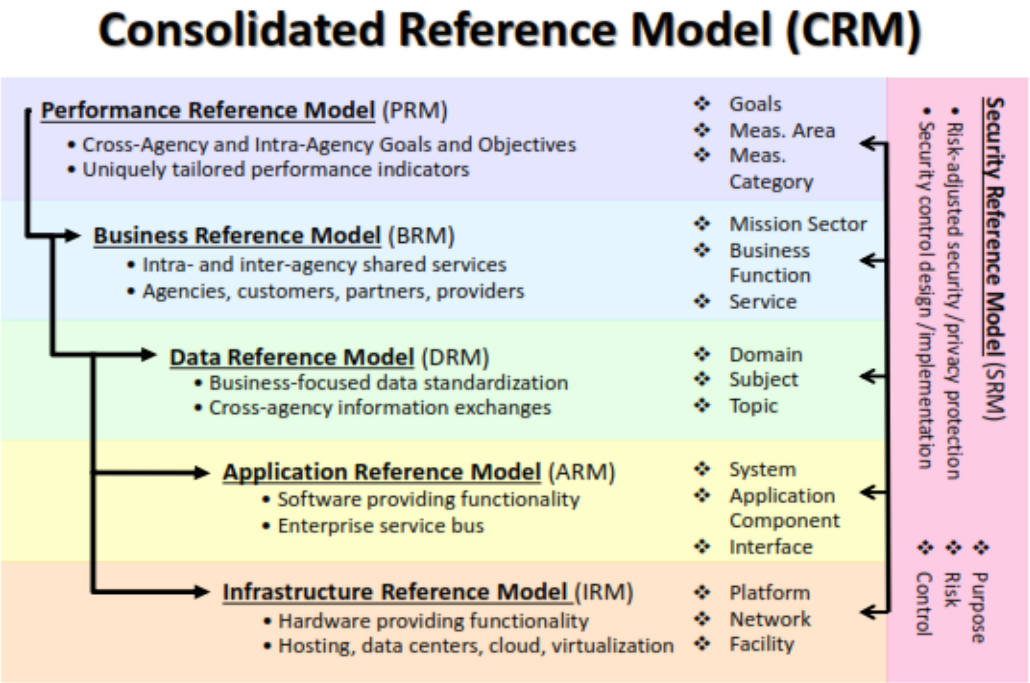
organization. In short, an organization's Strategic Plan should be executed by well-rounded planning that results in purposeful projects with measurable benefits.

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 FEAF 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.



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 online:

See Attachment J-8 Website References.

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.

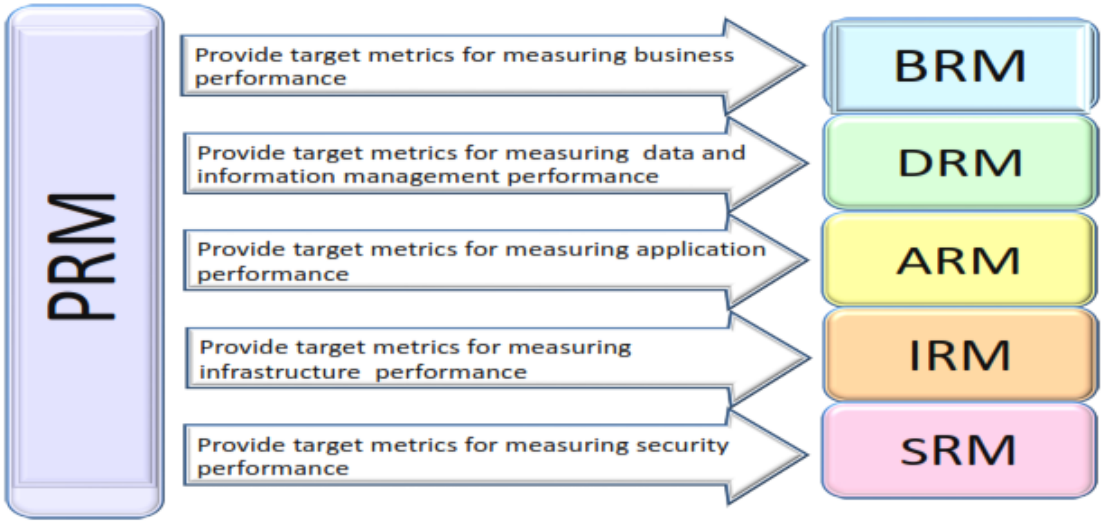
There are three areas to the Performance Reference Model. The first is the Goal. This enables grouping of investments and activities through a common and authoritative framework established by agencies in compliance with OMB direction and the GPRA Modernization Act. It allows the identification of common 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 of 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.



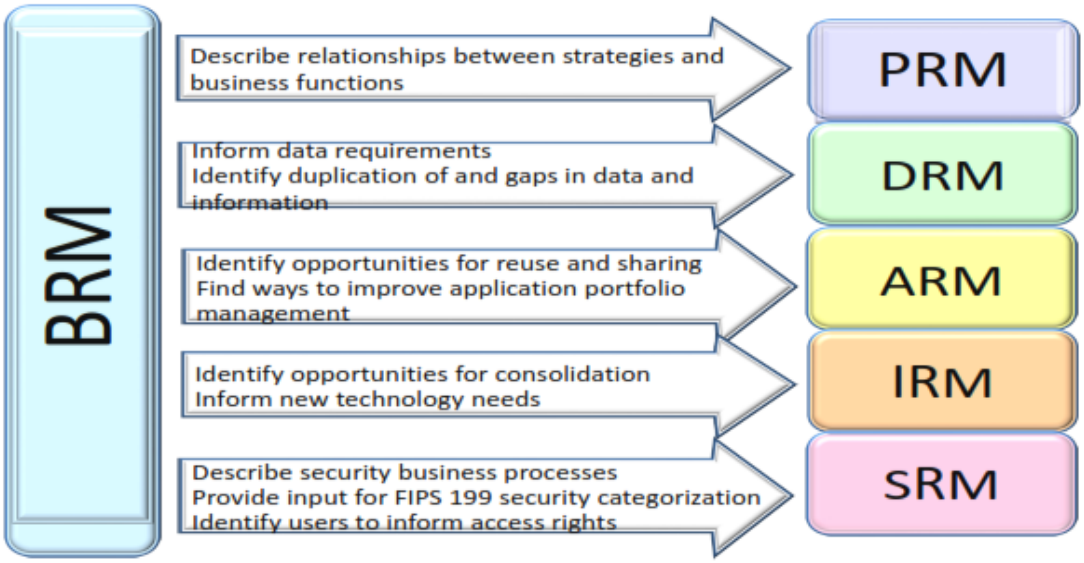
Business Reference Model (BRM)

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:



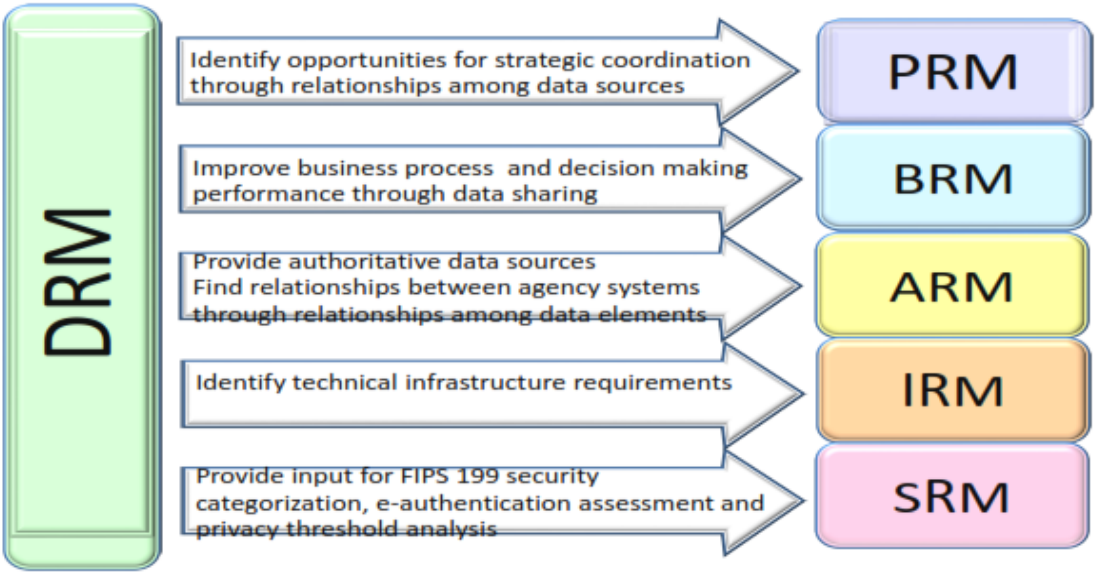
The BRM forms a key part in delivering expected outcomes and business value to an organization. By using a standard taxonomy to classify functions, investments, programs, services and other elements across the Federal Government, the BRM is useful in identifying opportunities for cost reduction, collaboration,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

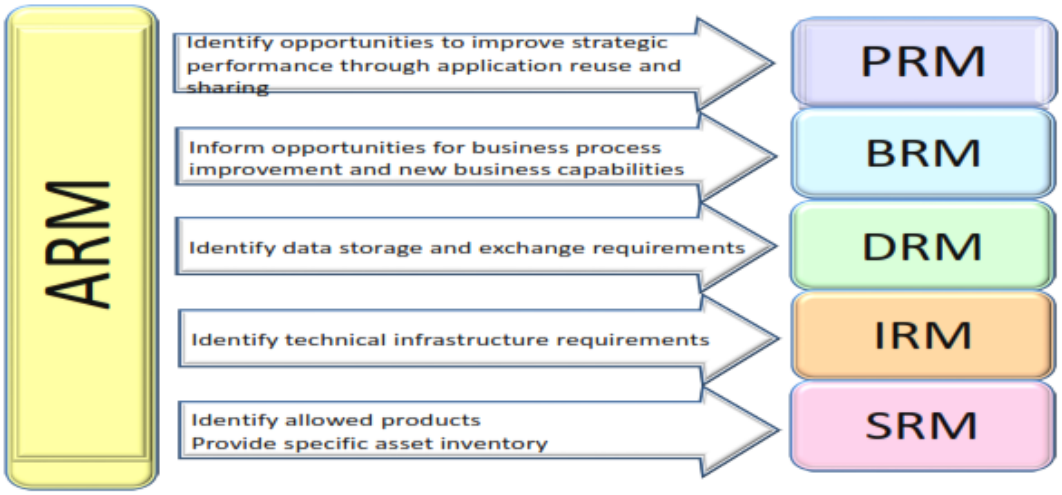
Application Reference Model (ARM)

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)

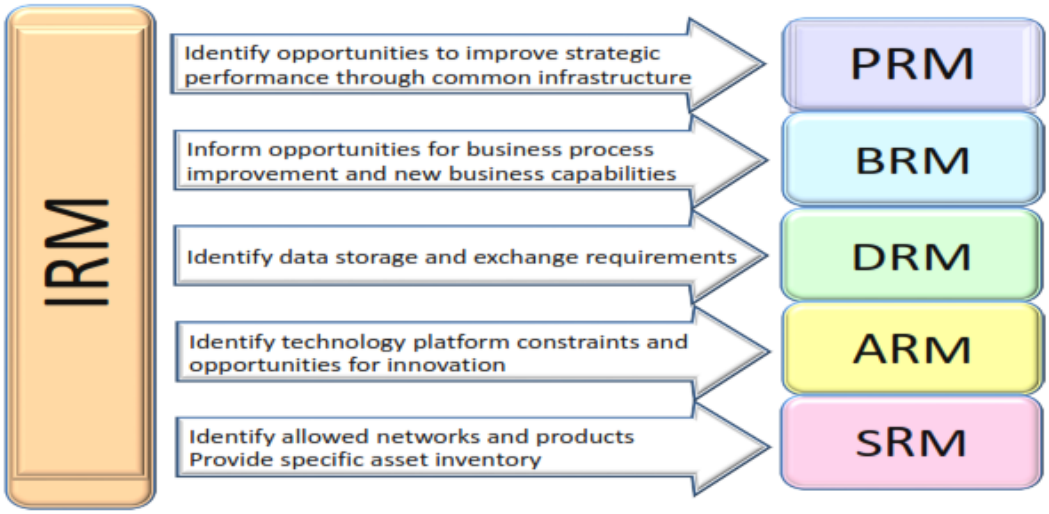
The IRM is the taxonomy based reference model for categorizing IT infrastructure and the facilities and network that host the IT infrastructure. The IRM supports definition of infrastructure technology items and best practice guidance to promote positive outcomes across technology implementations.

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)

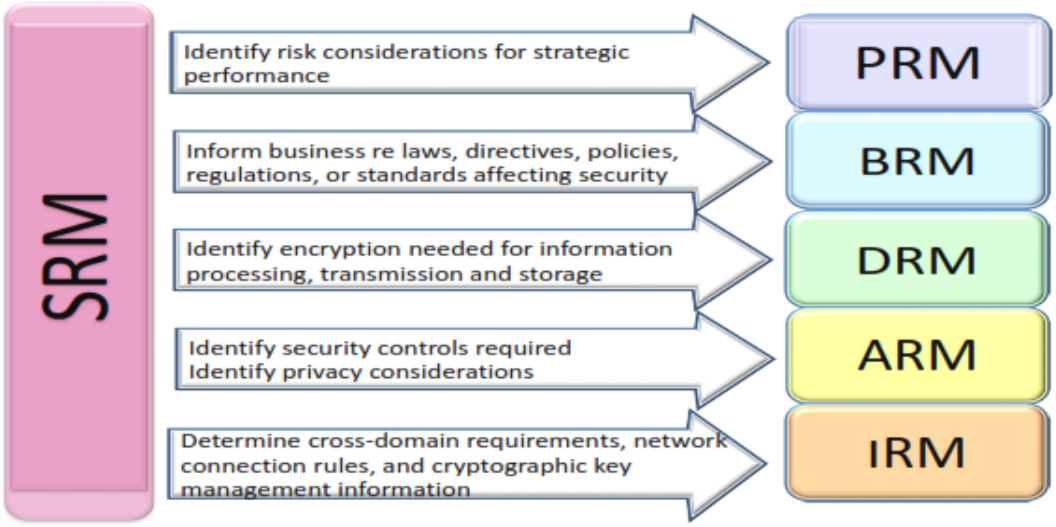
Security is integral to all architectural domains and at all levels of an organization. As a result, the SRM must be woven into all of the sub-architectures of the overarching EA across all the other reference models and it must be considered up and down the different levels of the Enterprise. Enterprise 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, and 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 DoIDEA 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: See *Attachment J-8 Website References.*

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.

<u>Cloud Essential Characteristics</u>

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.

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 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 Labor Category (LCAT) 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 GSA Alliant 2 GWAC is a results-oriented program seeking Outcome-based performance from every Contractor under the Master Contract. It is a standalone Performance-based Acquisition (PBA) requirement independent from Task Order level PBAs that the issuing federal agency might require. The PBA requirements of the Master Contract are designed to ensure that the Contractor is given freedom to determine how to

meet the Government's performance Objectives at the appropriate performance quality levels. This Master Contract PWS includes (1) Contractor Engagement, the most critical PWS, described in Section H.19, J-5.A and (2) Small Business Subcontracting, described in Section G.22.

All measurable performance standards in terms of quality, timeliness, quantity, and the method of assessing Contractor performance against performance standards for the Master Contract are established in Section J's *Attachment J-5 Performance Requirements Summary (PRS).* The PRS listings of Performance Standards indicate the acceptable performance level required by the Government to meet the key Master Contract deliverables. The standards will be measured and structured to permit an assessment of the Contractor's performance whereby the results will also be written into the Contractor Past Performance Assessment Reporting System (CPARS) or another contract performance assessment report. The Government will request the Contractor to develop a *Quality Control Plan*, within the time specified in Section F.7, in response to a Government *Quality Assurance Surveillance Plan* (QASP) that will be developed and implemented by the GSA for the PRS Performance Standards after the Effective Date during the first contract year of the Master Contract.

C.7.1.1 Master Contract PWS and Goals for Contractor Engagement

Critical Performance Requirements for Contractor Engagement are further detailed in Section H.19 Contractor Engagement Requirements based upon *Task Order Participation and Production*, and in *Attachment J-5.A Contractor Engagement Performance-based Evaluation Program*.

The primary goals of Contractor Engagement program are (1) to provide federal agencies with responsibly prepared Contractor Proposals/Quotes in response to each Task Order Request for Proposal/Request for Quote (RFP/RFQ) competitively issued under the Master Contract so to help provide best-value solutions to federal agencies' IT services requirements, and (2) to promote, provide, and ensure that those federal agencies employing the Alliant 2 GWAC are consistently receiving adequate and effective competition in response to their RFPs/RFQs, which ultimately results in achieving these end-goals: (a) economic efficiency/costs savings; (b) innovation of transformational technologies; (c) improvements in the quality of services rendered, and; (d) the opportunity for the Government to acquire performance improvements. Achievement of these primary goals are reached through a combination of two measurable Outcomes: (1) Submitting viable Task Order Proposals (*Participation)* and (2) Winning Task Orders (*Production),* which together help provides best-value IT services solutions to the federal agencies.

C.7.1.2 Master Contract PWS for Small Business Subcontracting

There will be substantial subcontracting opportunities for small business, including veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. Therefore, meeting Small Business Subcontracting Goals described in *Section*

G.22 is applicable only to Other than Small Business Concerns under the Master Contract. PWS requirements are further detailed in *Attachment J-5.B Small Business Subcontracting Performance-based Evaluation Program.*

C.7.2 Task Order PWS

For Task Orders issued under the Master Contract, it is the requiring 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 Orders (2) Performance-Based Task Orders that are 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 innovative 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:

- FEA Reference Model: See Attachment J-8 Website References.
- DoD IEA Reference Model: See Attachment J-8 Website References.
- FPDS PSC Manual: See Attachment J-8 Website References.
- DoL BLS SOCs: See Attachment J-8 Website References.
- The Occupational Information Network (O*NET) System (see Attachment J-8 Website References) - 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.
- Definition of Information Technology (IT)
  - Federal Acquisition Regulations (FAR) Information Technology is defined in FAR Subpart 2.101(b). See Attachment J-8 Website References.
  - Clinger-Cohen Act: See Attachment J-8 Website References.

(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 online. See *Attachment J-8 Website References.*

The following clauses apply to the Master Contract (**MC**) and all others in the below matrix 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	MC
52.246-2	INSPECTION OF SUPPLIES— FIXED PRICE	AUG 1996	X			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		

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM	MC
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	X
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984	X	X		X
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984	X			

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

<End of Clause>

E.2 CONTRACTING OFFICER REPRESENTATIVE

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 MASTER CONTRACT QUALITY ASSURANCE

The GSA GWAC COR over the Master Contract or designated inspector/Quality Assurance Evaluator (QAE) will review, for completeness, preliminary or draft deliverables 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 the Master Contract.

(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 online. See Attachment J-8 Website References.

The following clauses apply to the Master Contract ("IND DEL") and all others in the below matrix 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	MC
52.211-8*	TIME OF DELIVERY	JUN 1997	X	X	X	X
52.211-8*	ALTERNATE I	APR 1984	X	X	X	X
52.211-8*	ALTERNATE II	APR 1984	X	X	X	X
52.211-8*	ALTERNATE III	APR 1984	X	X	X	X
52.211-9*	DESIRED AND REQUIRED TIME OF DELIVERY	JUN 1997	X	X	X	X
52.211-9*	ALTERNATE I	APR 1984	X	X	X	X
52.211-9*	ALTERNATE II	APR 1984	X	X	X	X
52.211-9*	ALTERNATE III	APR 1984	X	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		

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM	MC
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			X
52.247-35	F.O.B. DESTINATION WITHIN CONSIGNEE'S PREMISES	APR 1984	X			X

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

F.2 MASTER CONTRACT ORDERING PERIOD

The ordering period of this contract is from July 1, 2018 through June 30, 2028, inclusive of all options, if exercised.

The contract ordering period begins on the Master Contract's **Effective Date July 1, 2018**, also referred to by the GSA GWAC Program as the **Notice-to-proceed** date, and continues through the five-year base period plus the single five-year Option period, which may extend the cumulative term of the contract to a maximum of 10 years in accordance with FAR 52.217-9, Option to Extend the Term of the Contact, 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. Therefore, the Task Order can extend beyond the expiration of the Master Contract and the terms and conditions of the Master Contract will still remain in effect pursuant to Section I.8 FAR 52.216-22 Indefinite Quantity, which states, "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 base contract ordering period." Additionally, all awarded Task Order's terms and conditions, including exercising Options, remain in effect up to 60 months beyond the expiration of the Master Contract.

Under the condition that the Option period is not exercised or is terminated or cancelled prior to the end of the Option five-year period, any open Task Orders' terms will be unaffected; however, the Ordering Period for new Task Order awards will be reduced ending on the date of the Master Contract's base term completion resulting from an unexercised Option, or ending on the date of the Option termination/cancellation.

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 a Task Order be placed under the Master Contract if the Master Contract has expired, or has been terminated or cancelled by the Government;
2. No Task Orders may exceed ten (10) years, inclusive of Options, from the date that the Order is placed;
3. No Task Orders may extend more than five (5) years after the expiration date of the Master Contract.
4. Task 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 Task Order placed under the Master Contract must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.

F.3.1 Master Contract and Task Order Period of Performance And Period of Ordering

As an example, illustrated are two sample Task Orders under a Master Contract with varying Task Order award dates and expirations dates, which depicts the Master Contract ordering periods with the non-ordering expired / active period. Additionally, sample Task Order # 2 indicates than an option may also be exercised at any time during the Master Contract's expired period with the condition that the Task Order option expires at or before the end of the Master Contract expired/active period:

<table>
<tr><th colspan="3">ALLIANT 2 GWAC ACTIVE YEARS</th></tr>
<tr><th>5 Years</th><th>10 Years</th><th>15 years</th></tr>
<tr><td>BASE ORDERING PERIOD</td><td>OPTION ORDERING PERIOD</td><td rowspan="2"></td></tr>
<tr><td colspan="2">ORDERING PERIOD</td></tr>
<tr><td colspan="3">PERFORMANCE PERIOD</td></tr>
</table>

MASTER CONTRACT	Base Term Years 1 to 5	Option Term Years 6 to 10	Expired and Active

			Years 11 to 15

TASK ORDER #1 (5-year base, 5-year option)	TO Base Term Year 3 Award	TO Option Term Year 13 Expiration

TASK ORDER #2 (5-year base, 2-year option)	TO Base Term Year 8 Award	TO Option Term Year 15 Expiration

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 OCO may request from the Contractor a written phase-out transition plan.

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 MASTER CONTRACT

The Alliant 2 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 *Attachment 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 GWAC. The Contractor shall comply with all required Cost Accounting Standards unless covered by exemption under 48 CR 9903.201-1 and 48 CFR 9903.201-2.

F.7 PERFORMANCE AND DELIVERABLES

F.7.1 Performance-based Acquisition Deliverables

This Master Contract is a Performance-based Acquisition (PBA), independent from any Task Order PBA requirements. PBA is a results-oriented contracting method that focuses

on the outputs, quality, and outcomes for certain deliverables detailed in *Sections G.23, H.19* and *Attachments in J-5.* These measurable performance standards and requirements, *Contractor Engagement* and Small *Business Subcontracting,* determine the Contractor's overall level of success with the GSA GWAC Program.

F.7.2 Non-Performance-based Acquisition Deliverables

The following table contains deliverables required under the Master Contract. Individual Task Orders may have additional deliverables specified 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. Compliance to the following deliverables may be rated annually in the Master Contract's CPARS or another contract performance assessment report.

F.7.3 Table of Deliveries or Performance

ID	RFP SECTION/ TITLE	DELIVERABLE	FREQUENCY	DELIVER TO
1	C.7.1 Master Contract PWS	Quality Control Plan	Due within sixty (60) calendar days after date of the government issued QASP.	Alliant2@gsa.gov
2	G.8 Contractor Program Manager And Contracts Manager for The GWAC Master Contract	Identify the Program/ Contract Managers including replacements	Within thirty (30) calendar days after the Notice to Proceed and/or within thirty (30) calendar days of any vacancy.	Alliant2@gsa.gov and Government Designated System
3	G.10 Contractor Web Page	Contractor webpage including updates	Within thirty (30) calendar days after the Notice to Proceed and/or within thirty (30) calendar days of a GSA signed/approved document.	Contractor Webpage
4	G.12 Standard IT Service Labor Category Cross-Walk Matrix	Initial submission of IT LCAT Matrix including updates	Within thirty (30) calendar days after the Notice to Proceed and/or within thirty (30) calendar days of update request by GSA.	Alliant2@gsa.gov
5	G.13.1 Mandatory Contractor Meetings and Conferences	Exceptions to meeting attendance.	Within five (5) calendar days prior to the PMR provide written request.	Alliant2@gsa.gov
6	G.14.1 Electronic Communications	Shared contractor GWAC electronic mailbox	Within five (5) calendar days after the Notice to Proceed.	Alliant2@gsa.gov
7	G.19.1 Master Contract Performance Assessments	Provide comments to the Master Contract performance	Within 14 calendar days from the date of notification of availability of the past	CPARS or another contract performance assessment report

ID	RFP SECTION/ TITLE	DELIVERABLE	FREQUENCY	DELIVER TO
		assessments.	performance evaluation.	
8	G.20.1 GWAC Data Calls	1. Proposal Engagement 2. Task Order Protest 3. Data Discrepancies and/or Missing Awards.	Responses due within ten (10) calendar days after a GSA request for the proposal engagement. Notifications due within ten (10) calendar days Protest lodged. Must be reported to COR and/or designated GSA representative within 24 hours of discovery.	Alliant2@gsa.gov
9	G.20.2 GWAC Transactional Data	1. Invoice 2. Zero Invoice 3. No Transactional Data 4. Correction to data	(applicable to all Invoices) Due within 30 calendar days after the end of each reporting quarter in which the invoice(s) were either remitted or paid by the agency client. Quarters are based upon a calendar year (applicable to Zero Invoices) Due within 30 calendar days after the end of each reporting quarter in which there is/are no invoice(s) issued for Order(s). Quarters are based upon a calendar year. (applicable to No Transactional Data) Due within 30 calendar days after the end of each reporting quarter in which Contractor has no Order activity. Correction to data due within five (5) calendar days of the GSA request for	Government Designated System

ID	RFP SECTION/ TITLE	DELIVERABLE	FREQUENCY	DELIVER TO
			correction	
10	G.21 GWAC Contract Access Fee (CAF) and Fee Remittance	CAF payments due to GSA/GWAC	CAF to be paid within 30 calendar days after the end of each reporting quarter in which the invoice(s) were reported in the CPRM System. Payments are reported within 30 calendar days after the end of each reporting quarter. Quarters are based upon a calendar year.	Pay.gov via the Government Designated System
11	G.22.2 Subcontracting Reports	1. ISR 2. SSR	ISR Period 10/01–03/31 Due 04/30 Period 04/01–09/30 Due 10/30 SSR Period 10/01–09/30 Due 10/30	e-SRS system
12	G.24.4 Notice Required for Ownership Changes and Change of Name Agreements	Notification to GSA GWAC and provide a copy of the Novation or any other agreement that changes the status of the Contractor	Within 30 calendar days of the DCAA/DCMA or Cognizant Contracting Officer (CCO) signed Ownership/Name Change Modification.	Alliant2@gsa.gov and Government Designated System
13	G.25 Environmental Objectives and Requirements	1nd Deliverable 2nd Deliverable 3rd Deliverable 4th Deliverable Reporting progress towards meeting the GHG reduction target(s)	1st Deliverable – Within 12 Months from the Notice to Proceed. 2nd Deliverable - Within 12 months after initially filed Disclosures. 3rd Deliverable - Within 24 months after initially filed Disclosures. 4th Deliverable - Within 36 months after initially filed Disclosures. Within the 4th Deliverable,	Online and notification to

ID	RFP SECTION/ TITLE	DELIVERABLE	FREQUENCY	DELIVER TO
			report annually on the Master Contract anniversary date, the progress towards meeting the GHG reduction target(s).	
14	G.26.1 Expired Task Order Verification/Validation	Verify/validate all data elements are correct	Within 6 months after Task Order period of performance end date.	Government Designated System
15	G.27 Master Contract Closeout	Corrections requested to the government designated system data.	Responses are due within ten (10) calendar days of the requested information.	Government Designated System
16	I.2 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	Deliverable	Annually, no later than October 26	Alliant2@gsa.gov

F.8 TASK ORDER 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 DATA

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 U.S. General Services Administration (GSA) Order ADM 4800.2H, Eligibility to use GSA Sources and Supply; as amended (see *Attachment J-8 Website References*).

> **JUNE 30, 2016 STATUTORY UPDATE:** The GSA Order, **OGP 4800.2I Eligibility to Use GSA Sources of Supply and Services**, has been updated, signed, and posted to the GSA Directives Library. The impetus for issuance of this revised Order is the recent amendment to 48 U.S.C. § 1469e to, in relevant part, include the Commonwealth of Puerto Rico as an eligible user of GSA's supply sources. The amendment was part of the Puerto Rico Oversight, Management, and Economic Stability Act (PROMESA), which was signed into law on June 30, 2016. The Commonwealth of Puerto Rico has access to the Agency's sources of supply and services.

G.2.2 Delegation of Procurement Authority

Federal buyers who wish to use the GSA GWAC must receive and will benefit from GSA 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 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 GSA GWAC DPA.

G.3 AGENCY 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 Task Order increases the scope, period of performance, or maximum value of the Master Contract.

GSA Personnel Only: Subject to GSAR 552.216-74, GSA designates an Ombudsman to this Master Contract. For the purposes of the 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. The Ombudsman is a senior GSA official who is independent of the GSA GWAC PCO, GSA GWAC ACO, or OCO.

The GSA Ombudsman is:

Task and Delivery Order Ombudsman
Office of the Chief Acquisition Officer
U.S. General Services Administration
1800 F Street, N.W.
Washington, DC 20405
Email: GSAIndustrySupport@gsa.gov

G.3.1 Direct Acquisition Servicing/Requesting Agency Clients

The Agency Ordering Contracting Officer (OCO) utilizing the GSA GWACs must identify their own Order-specific Agency Ombudsman that will respond to the Contractors' complaints related to Fair Opportunity issues. The Agency Ombudsman will coordinate with their respective OCO to provide timely response to fair opportunity complaints.

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

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

The GSA GWAC PCO/ACO will also act in the capacity of the Assessing Official in the Contractor Performance Assessment Reporting System (CPARS) or another contract performance assessment report who is responsible for evaluating Contractor performance and for validating the proposed ratings and remarks entered by the Assessing Official Representative(s). Assessing Officials have "signature" authority and are allowed to forward assessments to the Contractor Representative for review and comment.

G.4.2 GSA GWAC Contracting Administrative Contracting Officer (ACO)

Duties of the GSA 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 GSA GWAC PCO.

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

G.4.3 GSA GWAC Program Manager

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

The role of the GSA GWAC PM is to represent programmatic interests during the period of performance of the Master Contract. The GSA GWAC PM is responsible for strategic planning that leads to the continuous effort of exploring new "value add" offerings through the Master Contract and 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 GSA 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 GSA GWAC Program & Master 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, as requested.
- Provide mentoring/guidance to Contractors on how to successfully market the GSA 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 GSA GWAC Program process improvements, government system enhancements/upgrades, and technical refreshments.
- Address and work with poor performing Contractors, including those Contractors not meeting the Contractor performance metrics identified in Section H.

The GSA GWAC Program Manager does not 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 GSA GWAC Contracting Officer's Representative (COR)

The GSA GWAC COR supports the GSA GWAC PCO/ACO in the general management of the program. The GSA GWAC Program Manager serves as the GSA GWAC COR, unless redesignated by the GSA GWAC PCO.

The GSA GWAC COR is responsible, in a limited capacity, for the oversight of the Contractor's activity on the Master Contract monitoring their technical progress, including assessing performance and recommending to the GSA GWAC PCO changes in requirements; interpreting the scope of work and any other technical performance requirements; performing technical evaluation as required; performing technical inspections and acceptances required by this Master 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 GSA GWAC payment and reporting system (Government Designated System) deliverables and reports and assists in the performance of the Master Contract past performance assessments. The GSA GWAC COR's responsibilities will include, but are not limited to the following:

- Compile, review, and assess data produced by the designated GSA GWAC Quality Assurance Evaluators.
- Act as the primary point of contact and logging of technical issues within GSA system issues, i.e., e-Library, e-Buy, Government Designated Systems.

- Ensure overall accuracy of the transactional data and issue Correction Notices to the Contractor, whenever applicable.
- Maintain inventory of all new IT Service LCAT requests and updates to the IT Service Labor Category (LCAT) Matrix.
- Approve Contractor press releases and marketing brochures concerning the Master Contract.
- Act as the primary point of contact and logging of technical issues within GSA system issues, i.e., e-Library, e-Buy, Government Designated Systems.
- Assist in the identification and collection of any Overdue Contract Access Fee.
- Confirm that all Task Orders/Modifications are captured and invoices reconciled per Contract Year.
- Act in the capacity of the Assessing Official Representative for the CPARS or another contract performance assessment report with the authority to initiate and update assessments, but does not have the authority to send the assessment to the Contractor Representative or to finalize an assessment.
- 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 GSA GWAC PCO/ACO. The Government may unilaterally change its GSA GWAC COR designation.

G.4.5 GSA GWAC Quality Assurance Evaluators

GSA 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 system Training and Problem Resolution
2. Data Calls and Overall Transactional Data Quality Reviews
3. CAF Reconciliation
4. Sustainability Disclosure Reviews

The GSA GWAC COR may identify one or more government and/or Contractor support personnel to serve as GSA 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 a Task Order against the GSA GWAC. Whenever GSA conducts an acquisition on behalf of another agency, or within GSA, using the GSA 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. A list of all delegated Ordering Contracting Officers will be provided to the GSA GWAC Contractors.

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.

As a GSA GWAC delegated OCO, they are responsible for complying with all FAR-based rules when competing, awarding and administering Task Orders. The following list of duties (not all inclusive) represent key areas of OCO responsibility.

- Ensuring subcontracting efforts on Task Orders pursuant to the incorporated Master Contract Individual Subcontracting Plan;
- Addressing environmental objectives within Task Orders, if applicable;
- Monitoring, evaluating and reporting Task Order Contractor Performance;
- Responding to Freedom of Information Act (FOIA) requests for Task Orders;
- Approving Press Releases on Task Order Awards whenever requested by their Contractors;
- Task Order Closeout in accordance with FAR 4.804-5.

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

The OCO may designate a Contracting Officer's Representative (COR) or Contracting Officer's 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 AND CONTRACTS MANAGER FOR THE GWAC MASTER CONTRACT

The Master Contract-level program management support costs, to include the Contractor's Program Manager and the Contracts Manager, encompass support for Master Contract-level management, reporting requirements (See Section F, Performance and Deliverables) 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 GWAC Program. The Contractor shall assign committed Program Manager and Contracts Manager to represent the Contractor as the primary points-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 and Contracts Manager shall be direct employees of the company.

Program Manager: The Contractor's 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 agency customers regarding the technical scope of the Master Contract and the overall attributes of the GSA GWAC.
- Promoting the GSA 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 GSA GWAC contract holder by using the GSA logo in advertising, placing these identifiers in printed and in on-line communications; displaying GSA GWAC promotional placards; and, disseminating GSA 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 GSA GWAC.
- Providing all reporting information required under the contract accurately and in a timely manner;
- Attending meetings and conferences, as required.
- 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.

Contracts Manager: The Contractor's Contracts Manager shall represent the Contractor as a point-of-contact for the GSA GWAC ACO to help resolve contractual issues and perform other functions that may arise relating to the Master Contract and Task Orders under the Master Contract. The Contractor's Contracts Manager serves as the person

binding the Contractor to the Master Contract and is authorized to sign modifications issued under the Master Contract. The Contracts Manager serves as the contract expert in federal acquisition regulations, and is proficient in the closeout process for all contract types.

The Contracts Manager duties include, but are not limited to:

- Providing all reporting information required under the Master Contract accurately, thoroughly and timely;
- Resolving contractual issues related to Task Order performance under the Master Contract;
- Ensuring Timely Task Order closeouts; and,
- Attending meetings and conferences as required or necessary.

The Contractor shall ensure that the GSA GWAC ACO has current points-of-contact information for the Contractor's Program Manager and the Contracts Manager. All costs associated with the key personnel shall be at no direct cost to the Government. For purposes of the GSA GWAC Program support, either the Program Manager or Contracts Manager shall be available for communication and meetings based on Pacific Time.

Names, email addresses, and telephone numbers of the Contractor's Program Manager and Contracts Manager and any replacements to the Contractor's Program Manager and Contracts Manager shall be submitted using the Alliant 2 Master Contact WebForm within the date specified in Section F.7.

G.9 ELECTRONIC ACCESS TO CONTRACT

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

G.10 CONTRACTOR WEB PAGE

The Contractor shall develop and maintain a current publicly available web page accessible via the Internet throughout the period of performance of the Master Contract. The web page link shall be prominently displayed on the Contractor's main government business home page 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 web page is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide world-class professional IT Services under the Master Contract.

This web page 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 the date specified in Section F.7. 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:

- Conformed contract (SF-33) and all modifications (SF-30) issued within the date specified in Section F.7 in PDF (redacted if and when appropriate);
- Contractor GWAC Contract Number, DUNS number, CAGE Code;
- Parent Company DUNS number, CAGE Code, if applicable;
- A statement similar to "CONTRACT INSURANCE meets threshold stated in FAR Subpart 28.307-2 LIABILITY, and expires on (insert date of expiration noted on certificate)."
- CMMI Maturity Level (Development and/or Services), ISO and ISO/IEC Levels, if any;
- Sustainability Disclosures, if any;
- Contractor developed marketing materials and approved Press Releases, required only for matters of the Master Contract. (Not required for Task Order awards.);
- Contact information of the Contractor's Program Manager;
- Link to the GSA GWAC Alliant 2.
- (Recommended if CAS approved) Include the DCAA/DCMA or CFA point of contact.

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 Alliant2@gsa.gov.

The Prime Contractor shall not permit or approve the marketing and advertisement of its Alliant 2 Task Orders on their subcontractor webpages that purports to, has the appearance of, or misrepresents itself to be a GWAC approved teaming partner/subcontractor, since subcontractor approval is not performed by the GWAC Contracting Officer (refer to Section G.23). Subcontractor information may reside on the Prime Contractor's Alliant webpage.

G.11 INSURANCE

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. 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 do not to win a single Task Order award shall not be compensated at the Master Contract level beyond the value specified for the minimum guarantee.

The OCO may request a copy of the insurance directly with the Contractor and/or 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 28.307-2 LIABILITY shall apply to the Task Order. Additionally, pursuant to FAR 52.228-7(a)(1), the Contracting Officer may require other insurance, which includes the Task Order Contracting Officer.

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 inter https://max.gov/ https://max.gov/ https://max.gov/ https://max.gov/ https://max.gov/ https://max.gov/ nationally 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 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 Attachment J-3 Labor Category Descriptions and BLS Service Occupational Classifications). 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 Attachment J-3 Labor Category Descriptions and BLS Service Occupational Classifications. 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 Alliant2@gsa.gov and is required by the date specified in Section F.7. 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 by the date specified in Section F.7

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 GSA 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 Government Program Manager will act as Chairperson with the GSA 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 Aliant 2 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 an average of two onsite PMRs per year.

The PMR meetings when combined with Outreach Events will be about a 2-day event. The GSA GWAC PMR meetings provide a platform for Contractors, GWAC Division personnel, GSA Assisted Acquisition Services (AAS) personnel, 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 of Contractor personnel is required.

Contractor Participants: The Contractor participants at the PMR meetings shall include a minimum of one key Contractor management personnel representative. The maximum available number of Contractor participants who may attend above one key representative will not be known until a facility for the PMR is chosen by the Government. The Contractor will be notified by an email announcement on the number of allowable participants, the meeting/conference location and other logistical details for each upcoming PMR at least two to three weeks prior to the scheduled event.

Third party commercial business consultants/subcontractors may not represent the Alliant 2 GWAC Contractor's Management Personnel at any PMR meetings. Additionally, the Contractor is not permitted to add or substitute their Management Personnel with another company's representatives who are not a GSA GWAC contract holder. Any exceptions to this attendance restriction must be submitted in writing to the date specified in Section F.7 prior to the event itself and will be considered by either the GSA GWAC PCO/ACO/COR.

Government Participants and Government Sponsored Participants: The Government participants may include the GSA GWAC Program Manager, GSA GWAC PCO/ACO/COR among other Government representatives. Additionally, by invitation of the GSA 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.

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:

1. GSA GWAC SIG Events & Alliant Lunch and Learn Events
2. 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.

3. Customer Agency Outreach Events
4. Customer Agency Outreach is a platform for Contractors and Government to collaborate on IT and acquisition issues and may involve GSA GWAC customers.
5. Office of Small Business Utilization (OSBU) Matchmaking Events
6. 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 award pool. The preferred system for posting GSA GWAC opportunities is the GSA eBuy system (See *Attachment J-8 Website References*). To establish full inclusion in the fair opportunity process, each Contractor is responsible for registering and maintaining an account in:

1. **eBuy** - Available to all federal agencies. eBuy is an electronic Request for Proposal/Request for Quote (RFP/RFQ) system designed to allow all government buyers to request information, find sources, and prepare and post RFPs/RFQs 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 GWAC requirements into the GSA eBuy system. The actual receipt of proposals may occur outside of the eBuy system, as directed in the Task Order Request.
2. **Other Channels Providing Fair Opportunity** – Task 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. The OCO may directly contact the GWAC Program, at Alliant2@gsa.gov, whenever the Contractor's email address is returned as UNDELIVERABLE.

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 "Alliant2@", e.g. Alliant2@xyzcorp.com. The only characters prior to the "@" shall be "Alliant2". The shared Contractor email address is due to the GWAC Program by the date specified in Section F.7.

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 GSA 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.

The following information is provided to the Contractor for their awareness and is specified in the agency ordering guide outside of this Master Contract:

G.15.1 Ordering Regulations

Ordering regulations are those delineated in Federal Acquisition Regulation (FAR) 16.505. Additional contractual requirements are as follows:

a) The principle purpose of any GSA GWAC Task Order must be for IT Services and may not exclusively be for product/commodity purchases. The Contractor shall not accept Delivery Orders that are exclusively for Products/Commodities.

b) Task Orders (including a Task Order's sub-tasks) under the Simplified Acquisition Threshold (SAT) should not to be placed on this Master Contract unless there are legitimate reasons to do so, such as for a short Extension of Services.

c) Task Orders issued under the Master Contracts are annotated as Delivery Orders in the FPDS. Exercise of Task Order option(s) or sub task(s) shall be performed by modification to the subject Order. If OCO's require the issuance of subordinate Orders due to system limitations (i.e., annual options, funding, etc.), each subordinate Orders shall identify/link to the initial Task Order award and FPDS annotated.

d) The Contractor responding to Cost Reimbursement types of Task Orders shall provide status of whether they have or do not have an Adequate/Approved Cost Accounting System (CAS), and if the Contractor has a CAS, include the DCAA and DCMA point of contact. Evidence of an Adequate/Approved CAS should be provided to the OCO as part of their Task Order proposal submission. Otherwise, the Contractor must have their CAS deemed as Adequate/Approved by DCAA/DCMA or a CFA at time of Task Order award.

The Contractor shall ensure the DUNS/CAGE number assigned to the covered Master Contract shall be consistent for Orders issued under the Master Contract.

G.16 FAIR OPPORTUNITY

OCOs are required to 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.

Task Orders resulting from an exception to fair opportunity will be reviewed by the PCO/ACO for possible gaps in the information technology or lack of capacity within the pool of awarded contractors that might inhibit adequate competition for similar requirements in the future. Based on any identifiable IT gaps found by the Government, an Open Season might be necessary to introduce new IT contractors to the GWAC pool if in the best interest of the Government.

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 AND REPORTING APPLICABLE TO TASK ORDERS

The Contractor shall accept payment of agency invoices via EFT. The Task 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 GWAC Program is never responsible for payment of Task Order Invoices.

Bills for final payment for 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 final payment for 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).

If during any respective month(s), the Contractor doesn't report a Paid Invoice on an active Task Order, the Contractor must report a Zero invoice for that Task Order so GSA will know there will be no CAF expected for the month.

G.19 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

Past performance information is relevant for future Task Order and Contract 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.

Contractors may review and respond to Master Contract and Task Order performance assessments via the CPARS or another contract performance assessment report (see J-8 Attachment Website References) or other systems designated by the Ordering Contracting Officer. Past performance evaluations pertaining to the Master Contract and Orders under the Master Contract will reside in the Past Performance Information Retrieval System (see *Attachment J-8 Website References*). The PPIRS functions as the central warehouse for performance assessment reports received from various Federal performance information collection systems.

G.19.1 Master Contract Performance Assessments

The GSA GWAC ACO will conduct annual interim performance assessment within the Master Contract Base and Option Periods, and a final performance assessment as part of the Master Contract closeout process.

Performance assessments for the GSA Master Contract are limited to the evaluation of GWAC Performance Based Acquisition (PBA) requirements, including Contractor Engagement and Small Business Subcontracting. Other elements of CPARS evaluation or another contract performance assessment report the Government may include in a Master Contract CPARS are the Contractor's compliance to administrative requirements noted

throughout *Sections G, H,* and *J Attachments*, e.g., timely CAF submissions, timely reporting of awarded Task Orders and Modifications, correctly reporting transactional data, updating company websites, PMR attendance. CPARS elements such as Cost Control, Quality of services delivered, and Small Business Subcontracting efforts are typically evaluated by the Task Order issuing agency in a separate CPARS or another contract performance assessment report (See G.19.2).

In accordance with FAR 42.15 Past Performance Information, Contractor shall submit comments, rebutting statements, or additional information within the date specified in Section F.7, from the date of notification of availability of the past performance evaluation. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions. Contractors shall review annually their points of contact are current and accurate in the CPARS or another contract performance assessment report.

Task order Awards will be populated into the Contract Payment Reporting Module (CPRM) via the Federal Procurement Data System (FPDS). Contractor is responsible for ensuring that task order data pulled into the CPRM, is accurate and complete based upon the award documents received via the Ordering Contracting Officers (OCOs).

G.19.2 Task Order Performance Assessments

The Government will conduct past performance assessments on Contractors for Task Orders meeting the agencies' IT project threshold for required assessment. 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 GSA 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.

The OCO is aware that the Contractors' awarded DUNS/CAGE is available on the GSA GWAC webpage (www.gsa.gov/alliant2) and should be used when performing their assessment of the Alliant 2 GWAC contractors.

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 respond to the following data calls and provide to the GWAC Program, by the date specified in Section F.7.

1) Task Order Request Participation - Monthly the GSA GWAC Program will pull data for Awarded Orders, including Protested Orders that may not be reported in the government designated system, and Contractors shall confirm which Task Order solicitation resulted in them submitting a proposal. Additionally, Contractors shall provide *Participation* information for awarded Task Orders not listed in the review month, when applicable.
2) Protests issued under an Awarded Order - The Contractor who filed the Task Order protest shall email Alliant2@gsa.gov of its filing of the Order protest. The Contractor who was protested by another contractor under the Master Contract does not need to notify the GSA for this data call. 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 protest information to be provided includes:
    - 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 GWAC Program

G.20.2 GWAC Transactional Data

The Contractor shall register in the government designated system in order to report transactional data. A prerequisite to registering in the government designated system is the Contractor must already be registered in the System for Award Management (SAM). See *Attachment J-8 Website References.*

The Contractor shall provide the transactional data, outlined in Attachment J-6, electronically via the government designated system. The Contractor must adhere to the instruction and definitions for each reported data element as stated within the government designated 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 a Task Order is cited)

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 system data, if applicable. Contractors shall correct the government designated 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 GWAC CONTRACT ACCESS FEE (CAF) AND FEE REMITTANCE

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

b) The standard formula is:

   Total CAF = Total Invoice Amount * CAF Percentage.

c) Contractors shall invoice the Government for the full CAF on reported invoices.

d) CAF payments are due to GSA/GWAC on or before date specified in Section F.7 for all reported invoices from the Government in the previous quarter.

e) CAF payments are to be remitted via the government designated 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 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 system using Pay.Gov, you must request written permission from GSA to pay CAF outside the government designated system. This written permission must be remitted to and approved by the GWAC Program Office. The Contract Access Fee (CAF) reimburses GSA for the cost of operating the Alliant 2 Program. The CAF percentage is set at the discretion of GSA and GSA maintains the unilateral right to change the percentage at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change.

f) Contractors shall remit the CAF in U.S. dollars to GSA within the time specified in SECTION F.7-TABLE OF DELIVERIES OR PERFORMANCE (#10) for all invoices reported during that calendar quarter. Where CAF for multiple invoice payments (on one or more Orders) is due, Contractors may consolidate the CAF owed into one payment, per GWAC Contract Family. CAF payment shall not be combined with another GWAC, Schedule, or any other GSA Contract.

G.22 INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN

The US General Services Administration, and Other Federal Agencies given the GWAC Delegation of Procurement Authority, are committed to ensuring maximum practicable opportunity is provided to small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any individual small business subcontracting plan submitted pursuant to FAR Clause 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding $700,000, shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone, disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned concerns as subcontractors in the performance of this contract.

a) The Individual Small Business Subcontracting Plan is attached hereto and made a part of this contract (see Attachment J-7 Individual Small Business Contract Subcontracting Plan) The Contractor shall provide a signed copy of the Master Contract Individual Small Business Subcontracting Plan to the cognizant OCO responsible for the administration of their GWAC Order, whenever requested by the OCO.

b) The Individual Small Business Subcontracting Plan covers the Base Period of five (5) years and the option term for an additional five (5) years.

c) Compliance with the Individual Small Business Subcontracting Plan will be addressed via the Contractor Performance Assessment Reporting System (CPARS) or another contract performance assessment report.

G.22.1 Minimum Subcontracting Goals

Because of the size, scope, and magnitude of this acquisition, the government anticipates substantial subcontracting opportunities for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. The Contractor shall maintain a Subcontracting Plan pursuant to FAR Clause 52.219-9, Individual Subcontracting Plan, in accordance with the Master Contract Section I.2.

Table G-1 - Small Business Subcontracting Goals

Category	(% of Planned Subcontracted Dollars)
Total Small Business	50
Small Disadvantaged Business	6
Woman-owned Small Business	6
HUBZone Small Business	3
Veteran-owned Small Business	3
Service-disabled Veteran-owned Small Business	3

NOTES: The goals are expressed as a percentage of **planned subcontracted dollars**, and not contracting ceiling.

The small business subcontracting goals are an aggregate of potential subcontracted dollars for Task Order(s) that a Contractor plans to receive under the GSA GWAC Program, and not to the aggregate Master Contract ceiling value.

Small Business subcontracting goal achievement for the Master Contract is assessed annually and performance ratings will be based exclusively on the goal percentages indicated above; however, the Contractor may state higher corporate "stretch" goals applied to their Individual Subcontracting Plan should they choose. For purposes of reporting in the eSRS, the contractors who have stated higher corporate "stretch" goals in their SubK Plans, will include only their projected dollars based on the A2 minimum goals.

G.22.2 Subcontracting Reports

Per FAR 52.219-9(d) (10), Contractors submitting Individual Subcontracting Plans are required to:

a) Cooperate in any studies or surveys as may be required;

b) Submit periodic reports, which show compliance with their subcontracting plan;

c) Submit Individual Subcontracting Reports (ISRs) and Summary Subcontracting Reports (SSRs);

d) Ensure that subcontractors with subcontracting plans agree to submit their ISR and SSR if required. The ISR covers subcontract award data related to this Master Contract and shall be submitted semi-annually till last Task Order completion. The SSR encompasses all Contracts with GSA and is submitted annually. The ISR and SSR shall be submitted electronically via the Electronic Subcontract

Reporting System (eSRS) at www.esrs.gov and must be received within the date specified in Section F.7, and repeated below.

Table G-2 - Small Business Subcontracting Reporting Cycle

Calendar Period	Report Title	Date Due
10/01–03/31	ISR	04/30
04/01–09/30	ISR	10/30
10/01–09/30	SSR	10/30

e) Reports are due, regardless of whether there has been any subcontracting activity since contract inception or since time of previous report submission.

Notes: Individual Subcontracting Reports

The ISR shall reflect the subcontracting dollars on a PAYMENT basis only. The **Payment Basis** is the process of capturing subcontract dollars no sooner than the time a contractor pays the subcontractor's invoices. This **Payment Basis** reporting method must be used for the entire contract term. Entering subcontracting dollars into the Government's Electronic Subcontracting Reporting System (eSRS) on a Commitment Basis is not permitted. (A Commitment Basis, which is not allowed for this Master Contract, is the process of capturing subcontract dollars when the Contractor executes the subcontract award documents).

- The Contractor shall ensure that their entries in the column "Current Goal: Percentage of Total Subcontract Awards", is the negotiated percentages as cited in the Individual Subcontracting Plan goals.
- If the Contractor does not meet the Master Contract Small Business Subcontracting Goals, they shall provide a succinct description of how goals will be achieved in the "Remarks" section of the form.

Summary Subcontracting Reports

- If the Contractor is using the Parent DUNS when reporting, the awardee's DUNS number shall be cited in the "Remarks" section of the form, if different than the Parent DUNS.
- The Contractor shall list their entire GSA contract numbers associated with the reported dollars in the "Remarks" section of the form. Non-GSA contract numbers shall not be reported with the GSA contract numbers.

Both Individual Subcontracting Reports and Summary Subcontracting Reports

- Contractors shall reference the GSA Agency Code 4732.
- Contractors shall include the alliant2@gsa.gov email address in Government Email section of the form.

G.22.3 Task Order Small Business (SB) Subcontracting Credit for Ordering Agencies

Until such time the Federal Acquisition Regulation (FAR) permits the socio-economic subcontracting dollars on Task Orders to be credited to the Ordering Agency, small business socio-economic dollars will be accumulated and reported at the Master Contract level. Depending on the outcome of the anticipated FAR change pursuant to Small Business (SB) regulations at 13 CFR 125.3(h)(3), SBA has decided as a matter of policy that the funding of a Task Order should receive credit toward its small business subcontracting goals for a Task Order awarded under another agency's contract. In this expected eventuality, the Government may require Contractors to provide SB subcontracting plans and/or SB subcontracting reports (e.g. eSRS—Electronic Subcontracting Reporting System) at the Task Order level.

G.23 SUBCONTRACTORS

The Government has not pre-approved any subcontractors for issuing agencies' resultant Task Order awards for the Master Contract. If a Contractor proposes a subcontractor for work performed under a Task Order, the Contractor must comply with FAR 52.244-2 and FAR 44.2. Contractors will assess their task order work plans to determine whether the projected subcontracting for the task order will be:

- Supportive of overall accomplishment of goals and commitments in the subcontracting plan;
- Supportive of general accomplishment of goals and commitments in the subcontracting plans with certain enumerated exceptions;
- Negatively distracting from the overall goals and commitments in the subcontracting plans, providing explanation of the reasons for the shortcomings and explanation for how the contractor believes it can recover and regain its position of achieving the plans commitments.

Contractors will report their position to the OCO as part of their proposal in being considered for a task order. The Ordering Contracting Officer (OCO) will review 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.

Annually the GWAC PCO will aggregate each GWAC Contractor's small business subcontracting dollars as reported in the Electronic Subcontracting Reporting System, and provide an objective performance rating in the Past Performance Information System. The OCO is reminded that:

- The GWAC Small Business Subcontracting goals are in Section G.22.1, as incorporated to the Master Contract;
- May review the Master Contract annual performance assessment in the Past Performance Information Retrieval System to ascertain whether the Contractor is meeting one or more of its socio-economic goals outlined in the Master Contract; and,
- May further review the subcontractor dollars awarded within Task Orders on-line utilizing the USA Spending advance search application. (See J-8 Website References.)

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. All open Task Orders from the transferor shall also be assigned to the Master Contract's transferee and to no other party.

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

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

1. Complete documentation of previously awarded open, expired and closed out Task Orders for purposes of Government's audit;
2. Assumption of all unresolved expired Task Orders that were not closed out;
3. Paying any Overdue CAF owed by the acquired Contractor;

4. Acceptance of the previously negotiated acquired contract pricing;
5. Approval of the minimum Master Contract Subcontract socio-economic goals;
6. Contractor Engagement - Should the new Contractor be assigned via a Novation, they must comply to the *Contractor Engagement* PBA requirements meeting the *Participation* and *Production* Standards for the year the Contractor was assigned onto the Master Contract, as described in Sections C.7.1 and H.19. However, there is an Acceptable Quality Level (AQL) that will be provided for a newly Novated Contractor, which will allow for more than a single contract year to meet *Production* Standards for the following contract year and allow for less than the standard three *Participation* credits in the contract year the Contractor is Novated. For example, if the Master Contract assignment is executed in the sixth month of contract year three, the Contractor shall meet the minimum cumulative dollar *Production* Standard required and noted in *Attachment J-5.A* for contract year four no later than the end of that contract year four. Additionally, the Contractor must have a minimum of one *Participation* credit for each full third of a contract year (four months) in the contract year they are officially Novated onto the Master Contract. For example, if the Novation is executed in the sixth month of contract year three, then the Contractor is required to have *Participated* a minimum of one time for that contract year since only one full third of one year remains in contract year three.

G.24.2 Contractual Responsibilities: New GSA GWAC Contractor assigned through an Operation of Law Exception

A newly assigned Contractor through an Operation of Law shall have the same contractual responsibilities as the transferor had, including but not limited to:

> Should the new Contractor be assigned as a result of a bankruptcy, stock purchase, or a reorganization of the company, they must comply to the *Contractor Engagement* PBA requirements meeting the *Participation* and *Production* Standards for the year the Contractor was assigned onto the Master Contract, as described in Sections C.7.1 and H.19. For example, if the Master Contract assignment is executed anytime during contract year three, the Contractor must meet the minimum *Participation* standard and the cumulative dollar *Production* Standard required for contract year three as noted in *Attachment J-5.A*.

G.24.3 Contractual Restrictions to any Assignment

<u>Only One Master Contract Permitted during a Single Time Period</u>: The Contractor, either directly or through its Parent Company/Holding Company, or any one or more of its affiliates, subsidiaries, business units, joint venture, or any other types of independent business structures is permitted to hold only one Master Contract during a single time period. If one or more additional Master Contracts are acquired by a single Alliant 2 prime Contractor via merger, acquisition, or otherwise, the Contractor may seek to be recognized in only one of the existing Alliant 2 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 GWAC, if so required and authorized by the GSA GWAC PCO/ACO. The Acquiring Contractor is not permitted to assign any acquired Master Contract as it is a violation of this Master Contract. (See subsection *Other Contractual Restrictions* under this *G.24.3 Section*.) There are no restrictions as to how many times during the term of the Master Contract an assignment can be executed. This restriction applies to a contractor holding more than one Master Contract at the same time.

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

1. Brokering among Alliant 2 Master Contract's Contractors: Any request for Novation from an GSA GWAC Alliant 2 Prime Contractor to Novate or assign a previously Novated or assigned to the Master Contract. For example, if GSA GWAC Contractor "A" (transferee #1) is assigned another Master Contract from Contractor "B" (transferor #1), Contractor "A" is prohibited from subsequently Novating Contractor's "B" (transferor #1) Master Contract to Contractor "C" (transferee #2).
2. Any Novation or Assignment of Claims from Contractors in a Nonperforming status, as defined in *Attachment J-5.A.*
3. Any outstanding Contract Access Fee (CAF) owed to the GWAC Program. (NOTE: CAF owed must be paid by the transferor).
4. 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 base term during contract year five.
5. 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).

G.24.4 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 any Government Contracting Officer other than the GSA GWAC PCO/ACO, the Contractor must notify the GSA GWAC PCO/ACO 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 the date specified in Section F.7. The Contractor may not submit Task Order Proposals under the company's new name until or unless a Contract Modification has made the change effective on the Master Contract.

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. Notifications for any of the above ownership changes, name changes, and other company changes in status should be immediately submitted to the GSA GWAC PCO/ACO as specified in Section F.7.

G.25 ENVIRONMENTAL OBJECTIVES AND REQUIREMENTS

In support of Executive Order 13834, Efficient Federal Operations, and other applicable statutes, regulations and Executive Orders, and in recognition that environmental damage and related supply chain risks, including from energy market volatility, greenhouse gas pollution, and electronic equipment manufacturing and disposal, have quantifiable costs and negative impacts on the economy and federal agency operations, it is the Government's intent to understand and reduce as far as practicable the energy and environmental impacts of IT services provided under this contract. Contractor shall provide evidence of ongoing measurement and reduction of the energy and environmental impacts of services provided, including but not limited to, use of energy and nonrenewable resources and emissions of carbon pollution, via annual Sustainable Practices and Impact Disclosures.

The Sustainable Practices and Impact Disclosures shall be submitted online using any of the systems listed below. These online reporting portals provide efficient means for contractors to share standardized Disclosures with the delegated GWAC Ordering Contracting Officers.

a) Carbon Disclosure Project (CDP) www.cdp.net
b) Global Reporting Initiative (GRI) sustainability report posted to GRI Sustainability Disclosure Database~~)~~. www.globalreporting.org
c) Posting the disclosure, or a link to the disclosure, on the Contractor's GWAC web site.

Not all individual content specified in the CDP and/or GRI reporting systems is required by GSA. Detailed content required by GSA is specified under Milestone Deliverables below. Greenhouse gas inventories required under the Milestone Deliverables shall be prepared in accordance with the World Resources Institute/World Business Council for Sustainable Development Greenhouse Gas Protocol Corporate Accounting and Reporting Standard, ISO 14064 standard, or similar GHG reporting standard.

Within 12 months of the Master Contract Notice to Proceed, the contractor shall submit online its corporate-wide Sustainable Practices and Impact Disclosures, and provide notification to the GWAC Program at Alliant2@gsa.gov as to when the disclosure was

submitted and the online reporting option used. Thereafter the Contractor shall update the Disclosure annually until the expiration of the Master Contract.

The value of the above disclosures is the methodical identification, quantification and management of use of energy and nonrenewable resources, emissions of pollutants, and opportunities to save money by improving contractor's energy efficiency and other aspects of corporate operations. GSA will review the Disclosures, and work with the Contractors to assist them in their identification of environmental and sustainability measures that best address GSA's environmental and climate change initiative goals.

The Contractor shall meet the following milestones with regard to contents of the annual Sustainable Practices and Impact Disclosures:

1. Within 12 months after the Notice to Proceed - initially filed Disclosures and all future Disclosures must be publicly available online via Contractor or third-party Web site
2. Within 12 months after initially filed Disclosures - Disclosures must include a complete Greenhouse Gas (GHG) inventory
3. Within 24 months after initially filed Disclosures - Disclosures must include a GHG reduction target(s) (either for reduction of absolute annual quantity of greenhouse gas emissions, and/or for reduction of "carbon intensity" i.e., reduction of carbon footprint per activity measure such as sales, number of employees, square feet of facilities, etc.)
4. Within 36 months after initially filed Disclosures - Disclosures must report on progress towards meeting the GHG reduction target(s), and as specified in Section F.7.

GHG inventories and targets referenced above must include Scope 1 and 2 GHG emissions. Inclusion of Scope 3 emissions categories is encouraged but not required. The Government will accept a disclosure from the Contractor's parent company in satisfaction of Milestone 1. For Milestones 2 and beyond, GSA will continue to accept a disclosure from the Contractor's parent company as long as the parent company's GHG emissions inventory boundaries (financial and geographic) include activities the Contractor performs under the GSA GWAC Task Orders. The Contractor shall be evaluated in the Contractor Performance Assessment Reporting System (CPARS) or another contract performance assessment report on its compliance to timely submission of the Sustainable Practices and Impact Disclosures and milestone deliverables.

G.26 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. The Contractor will be evaluated in the CPARS or another contract performance assessment report for their efforts to support timely closeout.

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.26.1 Expired Task Order Verification/Validation

The Contractor shall verify that all data elements have been reported and validated within the GWAC Program designated reporting system The Contractor shall verify that all data elements for each expired Task Order has been reported and validated in the Government Designated System within the time specified in Section F.7 within the time specified in Section F.7.

G.27 MASTER CONTRACT CLOSEOUT

The GSA GWAC Program intends to close out the Master Contract within 18 months of final Task Order expiration, and without waiting for the OCO to issue closeout modifications to their respective Task Orders, subject to the following conditions: (1) all of the Contractor's Task Orders are physically complete; (2) no further claims against the GSA GWAC Program; and (3) the GWAC Program has determined that the Contractor has adequately met its CAF payment commitment. Task Order awards and obligations reported in the GSA government designated 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 online. See *Attachment J-8 Website References.*

The following FAR **provisions** apply at the Task 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
52.211-6	BRAND NAME OR EQUAL	AUG 1999	X	X	X
52.211-14*	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM 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 SUBCONTRACT EFFORT	OCT 2009	X	X	X

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
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	

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
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)	NOV 2016	X	X	X
52.234-3	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	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 CONGRESSIONAL NOTIFICATION OF GWAC TASK ORDER AWARDS

Congressional notifications are not issued by GSA at the Master Contract level for issued Task Orders. There is nothing specific in FAR 16.505 regarding congressional notifications at the Task Order level; however, the Contractor and Ordering Contracting Officers should be aware that the Task Order issuing agency may have specific guidance as to reporting on their Task Order awards. The Task Order is where the actual work is defined, competed, awarded and funded; hence, the Task Order award may have congressional interest. For example, if the DoD awards an GWAC Task Order that meets 1279 reporting criteria, it should be reported per DFARS 205.303 Announcement of contract awards.

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 GSA GWAC related, including information on the Contractor's GWAC webpage. The Contractor shall develop **and display company specific** GSA GWAC brochures for distribution at trade shows, conferences, seminars, etc., and distribute printed materials to enhance awareness of the GSA GWAC. **The GWAC Program will periodically provide the GWAC Sales Training. It is highly recommended that the Contractor's Business Development, Marketing & Sales, and Capture Management personnel attend these training programs.**

All marketing, promotional materials, and news releases in connection with the GSA GWAC or Task Order awards under the GSA GWAC, including information on the Contractor's GSA GWAC web page, 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 (See *Attachment J-8 Website References*). Contractors shall ensure these guidelines are adhered to by its subcontractors.

The Prime Contractor shall not permit the marketing of their Master Contract on its subcontractor webpages that purports to, has the appearance of, or misrepresents itself to be a GSA GWAC approved teaming partner/subcontractor, when this arrangement has not been approved by the GWAC Contracting Officer. Per Section G.23, the Government had not pre-approved any subcontractors for the Master Contract. Subcontractor information may reside on the Prime Contractor's Alliant webpage for purposes of marketing and customer awareness.

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 Attachment 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 Master Contract. This section applies to all users of sensitive data and information technology (IT) resources, including contractors, subcontractors, lessors, suppliers and manufacturers. **Agency-specific IT Security guidelines will be identified in individual Task Orders by the issuing agency OCO.**

H.7.1 GSA Agency-specific IT Security Guidelines

For all Task Orders issued by the GSA, the following GSA policies are required to be followed by GSA Personnel whether acting as the requiring agency or the contract servicing agency. The IT Security policies can be found on the GSA Directives website. See *Attachment J-8 Website References*.

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 (Pll)
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.

H.7.2 Task Order Subcontractors IT Security Guidelines, if applicable

The Contractor and its Subcontractors, if any, shall expressly insert the substance of this Master Contract for their agency-specific IT security guidelines into all 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 higher level 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 Master Contract's pre-established labor categories and associated T&M 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 ongoing training. Unless specifically authorized in an individual Order, the Contractor shall not directly bill the Government for any training.

Mandatory Training

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

- All contractor employees having access to the GSA government designated system shall review and understand the various online government designated system video tutorials contained in the government designated system's Training Module at a website noted in *Attachment J-8*.

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 Task 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 (VAT) or Government Product

and Services 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 and complete text is available on the GSA Government-wide Section508 Accessibility Program website. (See *Attachment J.8 Website References*).

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 Task Order 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 Task Order OCO of such nonconformance and act in accordance with the instructions of the OCO.

H.15 COST ACCOUNTING STANDARDS (CAS)

The Cost Accounting Standards Board (CASB) is established and operates in compliance with Public Law 100-679 (41 U.S.C. 422). CASB has the exclusive authority to make, promulgate, amend, and rescind cost accounting standards and regulations, including interpretations thereof, designed to achieve uniformity and consistency in the cost accounting practices governing measurement, assignment, and allocation of costs to contracts with the United States Government. Cost Accounting Standards (CAS) promulgated by CASB are mandatory for use by all executive agencies and by contractors and subcontractors in estimating, accumulating, and reporting costs in connection with pricing and administration of, and settlement of disputes concerning, all negotiated prime contract and subcontract procurements with the United States Government in excess of the Truth in Negotiations Act (TINA) threshold, as adjusted for inflation (41 U.S.C. 1908 and 41 U.S.C. 1502(b)(1)(B)), other than contracts or subcontracts that have been exempted by CASB regulations (48 CFR 9903.201-1(b)).

There are currently nineteen (19) CAS topics which and are listed in 48 Code of Federal Regulation (CFR) 9904 as follows:

1. **9904.401** Cost accounting standard---consistency in estimating, accumulating and reporting costs
2. **9904.402** Cost accounting standard---consistency in allocating costs incurred for the same purpose

3. **9904.403** Allocation of home office expenses to segments
4. **9904.404** Capitalization of tangible assets
5. **9904.405** Accounting for unallowable costs
6. **9904.406** Cost accounting standard---cost accounting period
7. **9904.407** Use of standard costs for direct material and direct labor
8. **9904.408** Accounting for costs of compensated personal absence
9. **9904.409** Cost accounting standard---depreciation of tangible capital assets
10. **9904.410** Allocation of business unit general and administrative expenses to final cost objectives
11. **9904.411** Cost accounting standard---accounting for acquisition costs of material
12. **9904.412** Cost accounting standard for composition and measurement of pension cost
13. **9904.413** Adjustment and allocation of pension cost
14. **9904.414** Cost accounting standard---cost of money as an element of the cost of facilities capital
15. **9904.415** Accounting for the cost of deferred compensation
16. **9904.416** Accounting for insurance costs
17. **9904.417** Cost of money as an element of the cost of capital assets under construction
18. **9904.418** Allocation of direct and indirect costs
19. **9904.420** Accounting for independent research and development costs and bid and proposal costs

Unless a business entity is exempted under 48 CFR 9903.201-1(b) they are subject to one of the CAS coverage types delineated in 48 CFR 9903.201-2 depending upon their entity type and or the value of awards held in the current and preceding accounting periods. Also, a Disclosure Statement (a written description of a contractor's cost accounting practices and procedures) is required under given circumstances, which are listed in 48 CFR 9903.202.

H.16 COST ACCOUNTING SYSTEM

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 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.

The GSA Senior Procurement Executive issued a class deviation on 31 July 2015 to the GSAR to reconcile federal requirements with the terms of standard Commercial Supplier Agreements. An objective of the class deviation is to alleviate costs and delays of negotiating contract terms that federal purchasers can accept from commercial sources of information technology. This deviation (Acquisition Letter MV-15-03) is incorporated by reference into the Master Contract applicable to all Task Orders issued by GSA Contracting Officers.

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 CONTRACTOR ENGAGEMENT REQUIREMENTS BASED UPON TASK ORDER PARTICIPATION AND PRODUCTION

Performance-based Acquisition Requirements for Contractor Engagement

As indicated in Section C.7.1 Master Contract Performance Work Statement (PWS), the Master Contract is a Performance-based Acquisition (PBA) that includes Contractor Engagement, which is a performance-based requirement of the Master Contract Scope. Because PBA describes requirements in terms of Results required, inclusive of Outcomes and Goals, rather than specifying how the work is to be accomplished, the Government measures and evaluates Contractor Results, not the Contractor implementation factors that ultimately might lead to the Government's desired Outcome.

The Government recognizes that the Contractor's implementation factors such as inputs, company resources, activities, tasks undertaken and processes, and outputs, the level of effort expended and produced, are all necessary and needed to ultimately achieve the required Results, Outcomes, and Goals of this Master Contract. Nevertheless, it is exclusively the Outcomes from Contractor Engagement, which are the PBA PWS requirements measured by *Participation* and *Production*, which critically determine the Contractor's success to remaining in an acceptable Performing status on the Master Contract.

No other Contractor efforts are measured and rated in this critical contract Contractor Engagement performance requirement. Narrative details and table-format depictions of the entire Contractor Engagement PBA Program are incorporated into *Attachment J-5 PERFORMANCE REQUIREMENTS SUMMARY (PRS)*.

H.20 VOLUNTARY CANCELLATION OF THE MASTER CONTRACT PROVISION

If at any point during the Base or Option periods of performance, the Contractor decides they no longer want to engage in *Participation* in the Master Contract for any reason, the Contractor may submit a written document to the GSA GWAC PCO/ACO requesting a

mutual cancellation of their Master Contract. If the GSA GWAC PCO/ACO accepts the Contractor's request, the GSA GWAC PCO/ACO will mutually terminate and cancel the Master Contract pursuant to FAR 49.109-4, No-cost settlement. Should the Government accept a Contractor's request for Voluntary Cancellation who had been rated at any level within a *Performing* status as of their last single year period, there will not be any negative ratings assessed by the Government on the final CPARS document or another contract performance assessment report for the Contractor Engagement evaluation element. This provision is independent of any other action permitted under the contract terms and conditions. In all cases, if the Master Contract is canceled or terminated, the Contractor must continue to fully perform under any of their active or open Task Order(s) that had been issued under the Master Contract.

H.21 OPEN SEASON FOR MASTER CONTRACT

An Open Season, as defined for purposes of this Master Contract, is an unrestricted full and open 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 contractors may fluctuate due to various reasons including industry consolidation, significant changes in the federal marketplace, advances in technology, general economic conditions, or other unforeseen reasons. Recognizing these market variables, GSA intends to periodically review the total number of contractors and the quality of those contractors participating in the Task Ordering process, to include the GWAC Program review of the sole source requirements, and Fair Opportunity requirements resulting in competitive one-bid responses among other factors to determine whether it would be in the Government's best interest to initiate an Open Season so to add new qualified contractors to the Master Contract. 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 Master Contract.

H.21.1 Open Season Determinations and Procedures

<u>GSA GWAC PCO Determination for an Open Season</u>: The Government reserves the unilateral right to determine if and when it would be appropriate to publicly announce a new open market competition for the purpose of adding additional contractors to the initially awarded Master Contract. There are two primary reasons and two primary triggers mentioned below for when the Government might consider an Open Season. Simply and solely a reduction of contractors from the number of originally awarded contractors under the Master Contract will not be the primary reason or the triggered condition in which the Government will consider an Open Season.

<u>Background of GSA Planning the Master Contract Acquisition</u>: The GSA GWAC PCO determined that it is in the Government's best interest considering *the scope and complexity of the contract requirement* for there to be a multiple award preference with an adequate number of qualified and *Participating* contractors in a *Performing status*

eligible to continually meet the Government's IT services procurement requirements and ensuring effective competition from agencies' Task Order RFPs/RFQs. The GSA GWAC PCO additionally determined that it is also in the Government's best interest to procure and maintain an adequate mix of capabilities and resources available within the pool of contractors so to ensure that the Government's integrated IT services requirements would be continually satisfied throughout the Master Contract's term.

Conditions and Reasons for Considering and Determining an Open Season

The two primary conditions that may trigger the GSA GWAC PCO to consider an Open Season are:

1. Inadequate levels of competition, and/or;
2. Deficient levels of required technical capabilities within the mix of Master Contract contractors, as might be revealed from a high-level of competitive single-bid Task Order awards for specific information technology services requirements.

The two primary reasons for determining if an Open Season is in the Government's best interest will be:

1. To ensure the *ability to maintain competition among the awardees throughout the period of performance* to the federal agencies from the current pool of contractors, and secondly;
2. To ensure that there is a high-quality *mix of resources that contractor*s *have to perform expected Task Order requirements*, FAR 16.504(c)(1)(ii)(A).

Conditions if an Open Season is Determined to be in the Best Interest of the Government: Should the GSA GWAC PCO 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 evaluation factors/subfactors as the original solicitation. GSA reserves the right to update the subfactors within each evaluation factor to match the current information technologies (IT) and the IT federal marketplace. Updated subfactors may be used for Prior Relevant Experience and Leading Edge Technologies (LETs), Certifications, and other subfactors. For example, LETs relevant experience criteria and their evaluations might significantly change based on IT market conditions at the time an Open Season is considered. Additionally,

new LETs, and/or very specific LETs, and/or a limited number of LETs might be chosen as the new subfactors to address those specific technologies within the Master Contract's Scope of Work that had not been adequately met or effectively competed to the expectations of requiring federal agencies. Also, relative evaluation weightings may be readjusted based upon the needs of the current IT federal marketplace at the time of the Government considering an Open Season.

6. The terms and conditions of any resulting awards are materially identical to the existing version of the Master Contract vehicle.
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/RFQs 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.
10. Performance Based Acquisition Standards and metrics for *Contractor Engagement* and *Small Business Subcontracting* will be re-established exclusively for new Open Season awardees and will be presented in amended/modified RFP/Master Contact *Attachments J-5, J-5.A* and *J-5.B* within the Open Season solicitation.

H.22 OPTION TERM OF MASTER CONTRACT

The GSA GWAC PCO will determine whether to exercise the Contractor's Master Contract's multi-year Option a minimum of 60 days prior to the end of the base period. Written notification will be delivered to the Contractor at that time only if the Government's intent is to exercise the Option. Otherwise, the Contractor may not receive any notification at 60 days prior to the end of the base period if there is no intent to exercise the Option. The GSA does not guarantee to the Contractor or to any of the awarded contractors under this Master Contract an exercise of their individual Master Contract Option.

(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, the Master Contract 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 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 will identify any Optional, and/or Agency-specific provisions/clauses for each individual Task Order solicitation and subsequent award. The OCO will 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 Task Order, and
4) as specifically cited in the Task 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) Task 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 and provisions relating to the Wage Rate Requirements (Construction) (Section B.7) and the Service Contract Labor Standards (Section B.8) will 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 will 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 solicitation and subsequent Task Order. The required DoD provisions and clauses are updated through the Master Contract version date indicated on the *J-1 attachment*. Should *Attachment J-1* not reflect any updated DoD provision or clause at the time of Task Order solicitation or award, the OCOs may insert those required updated provisions or clauses into their Task Order. Periodically, during the term of the Master Contract, an update to *Attachment J-1 DoD Required Provisions and Clauses* may be executed on the Master Contract via a unilateral contract modification.

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 online. See *Attachment J-8 Website References.* **Master Contract clauses apply as applicable.**

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.202-1	DEFINITIONS	NOV 2013	X	X	X	X
52.203-3	GRATUITIES	APR 1984	X	X	X	X
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014	X	X	X	X
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006	X	X		X
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014	X	X	X	X
52.203-8	CANCELLATION,	MAY	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
	RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	2014				
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	X	X	X	X
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION	SEP 2007	X	X	X	X
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	X	X	X	X
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015	X	X	X	X
52.203-14	DISPLAY OF HOTLINE POSTER(S)	OCT 2015	X	X	X	X
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010	X	X	X	X
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011	X	X	X	X
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEE OF WHISTLEBLOWER RIGHTS	APR 2014	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.204-2	SECURITY REQUIREMENTS	AUG 1996	X	X	X	X
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER	MAY 2011	X	X	X	X
52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	OCT 2014	X	X	X	X
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011	X	X	X	X
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2018	X	X	X	X
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018	X	X	X	X
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016	X	X	X	X
52.204–21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016	X	X	X	X
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018	X	X	X	X
52.204-25	PROHIBITION ON CONTRACTING FOR	AUG 2019	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
	CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT					
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY 2006	X	X	X	X
52.207-5	OPTION TO PURCHASE EQUIPMENT	FEB 1995	X	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	X
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018	X	X	X	X
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015	X	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	X
52.214-35	SUBMISSION OF OFFERS	APR 1991	X	X	X	

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
	IN U.S. CURRENCY					
52.215-2	AUDIT AND RECORDS — NEGOTIATION	OCT 2010	X	X	X	X
52.215-2	ALTERNATE I	MAR 2009	X	X	X	X
52.215-2	ALTERNATE II	AUG 2016		X		X
52.215-2	ALTERNATE III	JUN 1999	X	X	X	X
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997	X	X	X	X
52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT 1997	X	X	X	X
52.215-9	ALTERNATE I	OCT 2010	X			X
52.215-9	ALTERNATE II	OCT 2010		X		X
52.215-10	PRICE REDUCTION FOR CERTIFIED DEFECTIVE COST OR PRICING DATA	AUG 2011	X	X	X	X
52.215-11	PRICE REDUCTION FOR CERTIFIED DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	AUG 2011	X	X	X	X
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010	X	X	X	X
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010	X	X	X	X
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.215-14	ALTERNATE I	OCT 2010	X	X	X	X
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	X	X	X	X
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	X	X	X	X
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005	X	X	X	X
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	X	X	X	X
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	OCT 2010	X	X	X	X
52.215.21	ALTERNATE I	OCT 2010	X	X	X	X
52.215-21	ALTERNATE II	OCT 1997	X	X	X	X
52.215-21	ALTERNATE III	OCT 1997	X	X	X	X
52.215-21	ALTERNATE IV	OCT 2010	X	X	X	X
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009		X		X
52.216-4	ECONOMIC PRICE ADJUSTMENT – LABOR AND MATERIAL	JAN 2017	X		X	X
52.216-5*	PRICE REDETERMINATION – PROSPECTIVE	OCT 1997	X		X	X
52.216-6*	PRICE REDETERMINATION— RETROACTIVE	OCT 1997	X		X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.216-7*	ALLOWABLE COST AND PAYMENT	AUG 2018		X	X	X
52.216-8	FIXED FEE	JUN 2011		X	X	X
52.216-10	INCENTIVE FEE	JUN 2011		X	X	X
52.216-11*	COST CONTRACT-NO FEE	APR 1984		X	X	X
52.216-12	COST-SHARING CONTRACT—NO FEE	APR 1984		X		X
52.216-16*	INCENTIVE PRICE REVISION – FIRM TARGET	OCT 1997	X		X	X
52.216-16	ALTERNATE I	APR 1984	X		X	X
52.216-17*	INCENTIVE PRICE REVISION - SUCCESSIVE TARGETS	OCT 1997	X		X	X
52.216-17	ALTERNATE I	APR 1984	X		X	X
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997	X			X
52.217-8*	OPTION TO EXTEND SERVICES	NOV 1999	X	X	X	X
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.	OCT 2014	X	X	X	X
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018	X	X	X	X
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	AUG 2018	X	X	X	X
52.219-9	ALTERNATE II	NOV 2016	X	X	X	X
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 2017	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999	X	X	X	X
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION	JUL 2013	X	X	X	X
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997	X	X	X	X
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990		X		X
52.222-3	CONVICT LABOR	JUN 2003	X	X	X	X
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION	MAR 2018	X	X	X	X
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2018	X	X	X	X
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015	X	X	X	X
52.222-26	EQUAL OPPORTUNITY	SEPT 2015	X	X	X	X
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015	X	X	X	X
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (In full text below)	OCT 2015	X	X	X	X
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (In full text below)	JUL 2014	X	X	X	X
52.222-36	ALTERNATE I	JUL 2014	X	X	X	X
52.222-37	EMPLOYMENT REPORTS	FEB 2016	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
	ON VETERANS					
52.222-38	COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS	FEB 2016	X	X	X	X
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	X	X	X	X
52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN 2019	X	X	X	X
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015	X	X	X	X
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013	X	X	X	X
52.223-3*	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997	X	X	X	X
52.223-3	ALTERNATE I	JUL 1995	X	X	X	X
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. ALTERNATE I	MAY 2011	X	X	X	X
52.223-5	ALTERNATE I	MAY 2011	X	X	X	X
52.223-5	ALTERNATE II	MAY 2011	X	X	X	X
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011	X	X		
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	JUN 2016	X	X	X	X
52.223-13	ACQUISITION OF REPEAT REGISTERED IMAGING EQUIPMENT	JUN 2014	X	X	X	X
52.223-13	ALTERNATE I	OCT 2015	X	X	X	X
52.223-14	ACQUISITION OF REPEAT REGISTERED TELEVISIONS	JUN 2014	X	X	X	X
52.223-14	ALTERNATE I	JUN 2014	X	X	X	X
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007	X	X	X	X
52.223-16	ACQUISITION OF REPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS	OCT 2015	X	X	X	X
52.223-16	ALTERNATE I	JUN 2014	X	X	X	X
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	AUG 2018	X	X	X	X
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	X	X	X	X
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984	X	X	X	X
52.224-2	PRIVACY ACT	APR 1984	X	X	X	X
52.225-1	BUY AMERICAN – SUPPLIES	MAY 2014	X	X	X	X
52.225-3	BUY AMERICAN – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT	MAY 2014	X	X	X	X
52.225-3	ALTERNATE I	MAY 2014	X	X	X	X
52.225-3	ALTERNATE II	MAY 2014	X	X	X	X
52.225-3	ALTERNATE III	MAY 2014	X	X	X	X
52.225-5	TRADE AGREEMENTS	AUG 2018	X	X		X
52.225-8	DUTY-FREE ENTRY	OCT 2010	X	X	X	X
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	X	X		X
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	X	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	X
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007	X	X		X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	X	X		
52.227-3	PATENT INDEMNITY	APR 1984	X	X		X
52.227-3*	ALTERNATE I	APR 1984	X	X		X
52.227-3*	ALTERNATE II	APR 1984	X	X		X
52.227-5*	WAIVER OF INDEMNITY	APR 1984	X	X		X
52.227-9	REFUND OF ROYALTIES	APR 1984	X			X
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	DEC 2007	X	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	X
52.227-14	ALTERNATE I	DEC 2007	X	X	X	X
52.227-14 *	ALTERNATE II	DEC 2007	X	X	X	X
52.227-14 *	ALTERNATE III	DEC 2007	X	X	X	X
52.227-14	ALTERNATE IV	DEC 2007	X	X	X	X
52.227-14	ALTERNATE V	DEC 2007	X	X	X	X
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987	X	X		

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007	X	X	X	
52.227-19	COMMERCIAL COMPUTER SOFTWARE - LICENSE	DEC 2007	X			X
52.227-21	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT—MAJOR SYSTEMS	MAY 2014	X	X	X	X
52.227-22	MAJOR SYSTEM - MINIMUM RIGHTS	JUN 1987	X	X	X	X
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987	X	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			X
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996		X		X
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013	X		X	X
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB 2013	X		X	X
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	FEB 2013	X		X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.229-8*	TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990		X		X
52.229-10*	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX	APR 2003		X	X	X
52.230-2	COST ACCOUNTING STANDARDS	OCT 2015	X	X	X	X
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2015	X	X	X	X
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES - FOREIGN CONCERNS	OCT 2015	X	X	X	X
52.230-5	COST ACCOUNTING STANDARDS—EDUCATIONAL INSTITUTION	AUG 2016	X	X	X	X
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010	X	X	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			

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.232-12*	ADVANCE PAYMENTS	MAY 2001	X	X	X	X
52.232-12	ALTERNATE I	APR 1984	X	X	X	X
52.232-12*	ALTERNATE II	MAY 2001		X		X
52.232-16*	PROGRESS PAYMENTS	APR 2012	X			X
52.232-16	ALTERNATE I	MAR 2000	X			X
52.232-17	INTEREST	MAY 2014	X	X	X	X
52.232-18	AVAILABILITY OF FUNDS	APR 1984	X	X	X	X
52.232-19*	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (In full text below) (OCO should provide in full text)	APR 1984	X	X		
52.232-20	LIMITATION OF COST	APR 1984		X		X
52.232-22	LIMITATION OF FUNDS	APR 1984		X		X
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014	X	X	X	X
52.232-23	ALTERNATE I	APR 1984	X	X	X	X
52.232-25	PROMPT PAYMENT	JAN 2017	X	X	X	X
52.232-25	ALTERNATE I	FEB 2002		X	X	X
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT	OCT 2018	X	X	X	X
52.232-36	PAYMENT BY THIRD PARTY	MAY 2014	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS.	MAY 1999	X	X	X	X
52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013	X	X	X	X
52.233-1	DISPUTES	MAY 2014	X	X	X	X
52.233-1	ALTERNATE I	DEC 1991	X	X	X	X
52.233-3	PROTEST AFTER AWARD	AUG 1996	X		X	X
52.233-3	ALTERNATE I	JUN 1985		X		X
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004	X	X	X	X
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	X	X	X	X
52.237-3	CONTINUITY OF SERVICES	JAN 1991	X	X		X
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014		X	X	X
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996	X	X	X	X
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	X	X	X	X
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014		X	X	X
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997		X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.242-13	BANKRUPTCY	JUL 1995	X	X	X	X
52.243-1	CHANGES – FIXED-PRICE	AUG 1987	X			X
52.243-1	ALTERNATE I	APR 1984	X			X
52.243-1	ALTERNATE II	APR 1984	X			X
52.243-1	ALTERNATE III	APR 1984	X			X
52.243-2	CHANGES – COST REIMBURSEMENT	AUG 1987		X		X
52.243-2	ALTERNATE I	APR 1984		X		X
52.243-2	ALTERNATE II	APR 1984		X		X
52.243-2	ALTERNATE V	APR 1984		X		X
52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000			X	X
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984	X	X		X
52.243-7*	NOTIFICATION OF CHANGES	JAN 2017	X	X	X	X
52.244-2*	SUBCONTRACTS	OCT 2010	X	X	X	X
52.244-2	ALTERNATE I	JUN 2007		X		X
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996	X	X		X
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2019	X	X	X	X
52.245-1	GOVERNMENT PROPERTY	JAN 2017	X	X	X	X
52.245-1	ALTERNATE I	APR 2012	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.245-1	ALTERNATE II	APR 2012	X	X	X	X
52.245-2*	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (OCO should provide in full text)	APR 2012	X	X	X	
52.245-9	USE AND CHARGES	APR 2012	X	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			X
52.246-23	LIMITATION OF LIABILITY	FEB 1997	X	X		X
52.246-24	LIMITATION OF LIABILITY – HIGH VALUE ITEMS	FEB 1997	X	X		X
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997	X	X	X	X
52.247-1*	COMMERCIAL BILL OF LADING NOTATIONS	FEB 2006	X	X	X	X
52.247-63*	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	X	X	X	X
52.247-67*	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (OCO should provide in full text)	FEB 2006	X	X	X	

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.248-1*	VALUE ENGINEERING	OCT 2010	X	X		X
52.248-1	ALTERNATE I	APR 1984	X	X	X	X
52.248-1	ALTERNATE II	JAN 2015	X	X	X	X
52.248-1	ALTERNATE III	APR 1984	X	X	X	X
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012	X		X	X
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM).	APR 1984	X			X
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004		X		X
52.249-6	ALTERNATE IV	SEP 1996			X	
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	X			X
52.249-14	EXCUSABLE DELAYS	APR 1984		X	X	
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012	X	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	X

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

I.2.1 Acquisition of Commercial Items

The following clauses apply only to 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	Master Contract
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	OCT 2018	X		X	
52.212-4	ALTERNATE I	JAN 2017	X		X	
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	JAN 2019	X		X	
52.212-5	ALTERNATE I	FEB 2000	X		X	
52.212-5	ALTERNATE II	JAN 2019	X		X	

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

I.2.1.1 GSAR 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this clause-

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. [Contractor to complete and submit to the Contracting Officer] The

Offeror or Contractor represents that it [ ] will or [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment

and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications

equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

I.2.1.2 GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS. (ALTERNATE II) (FAR DEVIATION) (FEB 2018)

(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.2.2 General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

CLAUSE #	CLAUSE TITLE	DATE
552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS	OCT 2012

552.204-70	CYBER INCIDENT REPORTING REQUIREMENTS	PENDING
552.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS (ALTERNATE II) (FAR DEVIATION - Full text above in Section I.2.2.1)	FEB 2018
552.215-70	EXAMINATION OF RECORDS BY GSA	JUL 2016
552.216-74	TASK-ORDER DELIVERY-ORDER OMBUDSMAN	JAN 2017
552.216-75	TRANSACTIONAL DATA REPORTING (See Attachment J-6 for full-text clause)	JUN 2016
552.228-5	GOVERNMENT AS ADDITIONAL INSURED	JAN 2016
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

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

I.3 GSAR 552.232-39 Unenforceability of Unauthorized Obligations (FAR DEVIATION) (FEB 2018)

(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) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or 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 language, provision, or 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.

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

(b) Paragraph (a) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

I.4 552.232-78 Commercial Supplier Agreements—Unenforceable Clauses (FEB 2018)

(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 under FAR Parts 13, 14 or 15).

(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. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. 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 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 incorporate additional terms by reference, provided that the full text of the terms is provided with the offer.

(B) After award, the contractor may unilaterally revise terms provided:

(1) Terms do not materially change government rights or obligations; and

(2) Terms do not increase government prices; and

(3) Terms do not decrease overall level of service; and

(4) Terms do not limit any other Government right addressed elsewhere in this contract.

(C) 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 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 language, provision or clause of this agreement conflicts or is inconsistent with the preceding subparagraph (a)(1), the language, provisions, or clause of subparagraph (a)(1) shall prevail to the extent of such inconsistency.

(End of Clause)

I.5 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.6 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.7 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.8 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 **$1 Million**, 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.9 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

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

(End of Clause)

I.10 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 base contract ordering period.

(End of Clause)

I.11 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 **60 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.12 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

Alternate I (Jul 2014). As prescribed in 22.1310(a)(2), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: _____ [List term(s)].

I.13 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

Alternate I (Jul 2014). As prescribed in 22.1408(b), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: _____ [List term(s)].

I.14 FAR 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

I.15 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 inquiries 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.16 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e.,costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

I.17 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.18 GSAM 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

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.19 GSAM 552.232-72 FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS (MAR 2012)

Before final payment is made, the Contractor shall complete and furnish the Contracting Officer with GSA Form 1142, Release of Claims, releasing all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

(End of clause)

I.20 GSAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012. (a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor. (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns. (c) The acceleration of

payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

(END OF SECTION I)

SECTION J - LIST OF ATTACHMENTS

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-5.A Contractor Engagement PBA Program
- J-5.B Small Business Subcontracting PBA Program
- J-6 Transactional Data Reporting
- J-7 Individual Small Business Contract Subcontracting Plan - *Only applicable to an other-than-small business Aliant 2 GWAC contractor*
- J-8 Website References in Alliant 2 GWAC

(END OF SECTION J)

SECTION J
ATTACHMENTS

ATTACHMENT J-1 - DOD REQUIRED PROVISIONS AND CLAUSES

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.

Periodically during the term of the Master Contract, an update to this *Attachment J-1 DoD Required Provisions and Clauses* may be executed on the Master Contract **via a unilateral contract modification**.

Updated as of: NOVEMBER 2019

PROVISIONS

DFARS 252.203-7005, Representation Relating to Compensation of Former DOD Officials (NOV 2011)

DFARS 252.203-7998, Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements-Representation (Deviation 2016-O0010) (FEB 2015)

DFARS 252.204-7011 RESERVED

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 (JUL 2019)

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 252.225-7020, Trade Agreements Certificate-Basic (Nov 2014)

DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)

DFARS 252.225-7035, Buy America Act- Free Trade Agreements – Balance of Payment Program Certificate –Basic (Nov 2014)

DFARS 252.234-7001, Notice of Earned Value Management System (APR 2008)

FULL TEXT PROVISIONS / REPRESENTATIONS AND CERTIFICATIONS

Offeror must complete and return the following provisions with their DOD Task Order proposal whenever responding to a DOD procurement requirement.

DFARS 252.204-7007, Alternate A, Annual Representations and Certifications (JAN 2015)

Substitute paragraphs (d) and (e) of the provision at FAR 52.204-8 (OCT 2018) with the following paragraph (d):

(d) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

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)

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education. (MAR 2012)

(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. (MAR 2012)

(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. (JAN 2015)

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country. (APR 2003)

(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. (DEC 2018)

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. (DEC 2018) 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. (MAR 2012)

(viii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain. (APR 2012)

(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. (JUN 2019)

(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. (JUN 2010)

___ (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate. (NOV 2014)

___ (iii) 252.225-7020, Trade Agreements Certificate. (NOV 2014)

___ Use with Alternate I. (NOV 2014)

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel. (JUN 2005)

___ (v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate. (NOV 2014)

___ Use with Alternate I. (NOV 2014)

___ Use with Alternate II. (NOV 2014)

___ Use with Alternate III. (NOV 2014)

___Use with Alternate IV. (NOV 2014)

___ Use with Alternate V. (NOV 2014)

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) (DEC 2014)

(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 (MAR 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 2012-O0004) (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 With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting 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)

(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.

(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 (AUG 2019)

DFARS 252.203-7004, Display of Hotline Posters (DEC 2019)

DFARS 252.204-7000, Disclosure of Information (OCT 2016)

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 Level I Antiterrorism Awareness Training for Contractors (FEB 2019)

DFARS 252.204-7005 RESERVED.

DFARS 252.204-7006, Billing Instructions (OCT 2005)

DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)

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 (MAY 2019)

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 (MAY 2019)

DFARS 252.211-7003, Item Unique Identification and Valuation (MAR 2016)

DFARS 252.211-7006, Passive Radio Frequency Identification (MAR 2018)

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 RESERVED.

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 RESERVED.

DFARS 252.216-7009, Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding (SEP 2013)

DFARS 252.217-7001, Surge Option (DEC 2018) (applicable to Order Only if Surge Option will be required)

DFARS 252.219-7003, Small Business Subcontracting Plan (DOD Contracts) (MAY 2019)

DFARS 252.219-7003, Alternate A (MAY 2019)

Deviation 2013-O0014, Summary Subcontract Report Submissions (SEP 2013)

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 (DEC 2017)

DFARS 252.225-7002, Qualifying Country Sources As Subcontractors (DEC 2017)

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 (AUG 2015)

DFARS 252.225-7012, Preference for Certain Domestic Commodities (DEC 2017)

DFARS 252.225-7013, Duty-Free Entry (MAY 2016)

DFARS 252.225-7021, Trade Agreements - Basic (SEP 2019)

DFARS 252.225-7048, Export Controlled Items (JUN 2013)

DFARS 252.225-7997, Contractor Demobilization. (DEVIATION 2013-O0017) (AUG 2013)

DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019)

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 2016)

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 (SEP 2016)

DFARS 252.231-7000, Supplemental Cost Principles (DEC 1991)

DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)

DFARS 252.232-7006, Wide Area Workflow Payment Instructions (DEC 2018)

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 (FEB 2019)

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 (DEC 2017)

DFARS 252.245-7003, Contractor Property Management System Administration (APR 2012)

DFARS 252.245-7004, Reporting, Reutilization, and Disposal (DEC 2017)

DFARS 252.246-7000, RESERVED

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 (AUG 2016)

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 (FEB 2019)

DFARS 252.247-7024 RESERVED.

DFARS 252.249-7002, Notification of Anticipated Contract Termination or Reduction (MAY 2019)

DFARS 252.251-7000, Ordering From Government Supply Sources (AUG 2012)

DFARS CLAUSES INCORPORATED BY FULL TEXT

DFARS 252.216-7006, Ordering (SEP 2019)

DFARS 252.219-7003, Small Business Subcontracting Plan (DOD Contracts) (MAY 2019) Alternate I (MAY 2019)

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) (FEB 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

(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.

- FAR 52.204-21 (June 2016) Basic Safeguarding of Covered Contractor Information Systems
- 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."

Cloud Computing Security Requirements for the Department of Defense (DOD) and the Defense Information Systems Agency (DISA)

For those Task Orders issued under DOD/DISA, Program Managers (PMs) or Federal Service Manager (FSMs) must implement any cloud computing services in accordance with DISA provided in the Cloud Computing Security Requirements Guide (SRG) found at the DoD Cloud Computing Security Website (See *Attachment J-8 Website References*). 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.

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.

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 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

BACKGROUND

Alliant 2 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.

Labor ID #	Business Intelligence Analyst
101	Junior Business Intelligence Analyst
102	Journeyman Business Intelligence Analyst
103	Senior Business Intelligence Analyst
104	SME - Business Intelligence Analyst
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Computer and Information Research Scientist
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
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Computer and Information Systems Manager
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
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Computer Hardware Engineer
131	Junior Computer Hardware Engineer
132	Journeyman Computer Hardware Engineer
133	Senior Computer Hardware Engineer
134	SME - Computer Hardware Engineer
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Computer Network Architect
141	Junior Computer Network Architect
142	Journeyman Computer Network Architect
143	Senior Computer Network Architect
144	SME - Computer Network Architect
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Computer Network Support Specialist
151	Junior Computer Network Support Specialist
152	Journeyman Computer Network Support Specialist
153	Senior Computer Network Support Specialist
154	SME - Computer Network Support Specialist
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Computer Operator
161	* Junior Computer Operator
162	* Journeyman Computer Operator
163	Senior Computer Operator
164	SME - Computer Operator
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Computer Programmer
171	Junior Computer Programmer
172	Journeyman Computer Programmer
173	Senior Computer Programmer
174	SME - Computer Programmer
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Computer Systems Analyst
181	Junior Computer Systems Analyst
182	Journeyman Computer Systems Analyst
183	Senior Computer Systems Analyst
184	SME - Computer Systems Analyst
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	**Computer Systems Engineer/Architect**
191	Junior Computer Systems Engineer/Architect
192	Journeyman Computer Systems Engineer/Architect
193	Senior Computer Systems Engineer/Architect
194	SME - Computer Systems Engineer/Architect
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	**Computer User Support Specialist**
201	* Junior Computer User Support Specialist
202	Journeyman Computer User Support Specialist
203	Senior Computer User Support Specialist
204	SME - Computer User Support Specialist
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	**Data Warehousing Specialist**
211	Junior Data Warehousing Specialist
212	Journeyman Data Warehousing Specialist
213	Senior Data Warehousing Specialist
214	SME - Data Warehousing Specialist
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Database Administrator
221	Junior Database Administrator
222	Journeyman Database Administrator
223	Senior Database Administrator
224	SME - Database Administrator
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Database Architect
231	Junior Database Architect
232	Journeyman Database Architect
233	Senior Database Architect
234	SME - Database Architect
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Document Management Specialist
241	Junior Document Management Specialist
242	Journeyman Document Management Specialist
243	Senior Document Management Specialist
244	SME - Document Management Specialist
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Geographic Information Systems Technician
251	* Junior Geographic Information Systems Technician
252	Journeyman Geographic Information Systems Technician
253	Senior Geographic Information Systems Technician
254	SME - Geographic Information Systems Technician
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Geospatial Information Scientist and Technologist
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
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Information Security Analyst
271	Junior Information Security Analyst
272	Journeyman Information Security Analyst
273	Senior Information Security Analyst
274	SME - Information Security Analyst
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Information Technology Project Manager
281	Junior Information Technology Project Manager
282	Journeyman Information Technology Project Manager
283	Senior Information Technology Project Manager
284	SME - Information Technology Project Manager
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Management Analyst
291	Junior Management Analyst
292	Journeyman Management Analyst
293	Senior Management Analyst
294	SME - Management Analyst
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Network and Computer Systems Administrator
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
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	**Software Developer, Applications**
311	Junior Software Developer, Applications
312	Journeyman Software Developer, Applications
313	Senior Software Developer, Applications
314	SME - Software Developer, Applications
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	**Software Developer, Systems Software**
321	Junior Software Developer, Systems Software
322	Journeyman Software Developer, Systems Software
323	Senior Software Developer, Systems Software
324	SME - Software Developer, Systems Software
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	Software Quality Assurance Engineer and Tester
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
SOC No.	**SOC Title and Functional Description**
15.1199.01	Software Quality Assurance Engineer and Tester - Develop and execute software test plans in order to identify software problems and their causes.

Labor ID #	Technical Writer
341	Junior Technical Writer
342	Journeyman Technical Writer
343	Senior Technical Writer
344	SME - Technical Writer
SOC No.	**SOC Title and Functional Description**
27-3042.00	Technical Writer - Write technical materials, such as equipment manuals, appendices, or operating and maintenance instructions. May assist in layout work.

Labor ID #	Telecommunications Engineering Specialist
351	Junior Telecommunications Engineering Specialist
352	Journeyman Telecommunications Engineering Specialist
353	Senior Telecommunications Engineering Specialist
354	SME - Telecommunications Engineering Specialist
SOC No.	**SOC Title and Functional Description**
15-1143.01	Telecommunications Engineering Specialist - Design or configure voice, video, and data communications systems. Supervise installation and post-installation service and maintenance.

Labor ID #	Telecommunications Equipment Installer and Repairer
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
SOC No.	**SOC Title and Functional Description**
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 headend. Service or repair telephone, cable television, Internet, and other communications equipment on customers' property. May install communications equipment or communications wiring in buildings.

Labor ID #	**Training and Development Specialist**
371	Junior Training and Development Specialist
372	Journeyman Training and Development Specialist
373	Senior Training and Development Specialist
374	SME - Training and Development Specialist
SOC No.	**SOC Title and Functional Description**
13-1151.00	Training and Development Specialist - Design and conduct training and development programs to improve individual and organizational performance. May analyze training needs.

Labor ID #	**Video Game Designer**
381	Junior Video Game Designer
382	Journeyman Video Game Designer
383	Senior Video Game Designer
384	SME - Video Game Designer
SOC No.	**SOC Title and Functional Description**
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.

Labor ID #	**Web Administrator**
391	Junior Web Administrator
392	Journeyman Web Administrator
393	Senior Web Administrator
394	SME - Web Administrator

SOC No.	SOC Title and Functional Description
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.

Labor ID #	Web Developer
401	Junior Web Developer
402	Journeyman Web Developer
403	Senior Web Developer
404	SME - Web Developer
SOC No.	**SOC Title and Functional Description**
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 the above labor categories are marked with an asterisk and are expected not to exceed the dollar thresholds indicated in **29 CFR 541.400 General Rule for Computer Employees**; therefore, DOL's Service Contract Labor Standards may apply.

(End of Attachment J-3)

ATTACHMENT J-4 – CONTRACTOR LABOR HOUR PRICING FOR STANDARD IT SERVICE LABOR CATEGORIES

ATTACHMENT J-5 - PERFORMANCE REQUIREMENTS SUMMARY (PRS)

	Performance Objective	Applicability	Performance Standard	* Acceptable Quality Level (AQL)	Surveillance Method	Performance Incentive
1	Contractor Engagement based on *Participation* and *Production* Standards results in providing effective competition to federal agencies and viable Proposals with alternative best-value solutions to choose from in their award decision.	C.7 PWS; F.7.1 Performance-based Acquisition Deliverables; H.19. Contractor Engagement; J-5.A Ratings and Contract Remedies.	A) *Participation*: Three Proposals per single contract year for all base and Option years when meeting *Production* Standards. B) *Production*: Cumulative Total Dollar Value when meeting Participation Standard: Year 1 = None Year 2 = $ 3M Year 3 = $ 8M Year 4 = $20M Year 5 = $32M Option Years = $32M (Static through years 6 to 10)	A) *Participation*: Year 1 = 33% = One proposal. All other AQLs vary year-to-year, plus/minus three Proposals, dependent upon *Production* dollars earned. B) *Production*: AQL rating with minimum three *Participation* credits: Year 1 = 0.0% = $0.0. All other AQLs vary year-to-year, based on exceeding *Production* dollars and *Participation* credits earned in each evaluated year.	A & B) Annual audit when Satisfactory or above rating. Frequently if in a Marginal Performing or Non-performing rating.	A & B) Positive: Rated as a Contractor in a *Performing Status*. Positive assessment on this deliverable in CPARS or another contract performance assessment report. A & B) Negative: Rated as a Contractor in a *Nonperforming Status* Negative: Deficiency Notice, Cure Notice, and/or Contract Termination (if not cured) pursuant to Attachment J-5.A.

* NOTES ON PERFORMANCE OBJECTIVE 1:
(a) AQLs are based upon 30 or more Opportunities per year for contract years 2 through 10, and 10 Opportunities for year one.

(b) AQLs are determined based upon a combination of *Participation* credits in the evaluated year and cumulative *Production* total dollars awarded.

	Performance Objective	Applicability	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method	Performance Incentive
2	Small Business Subcontracting Goals Achieved	G.22.1 Minimum Subcontracting Goals. J-5.B Ratings.	Incremental increase per interim reporting period leading to overall 50% SB Subcontracting Goals	80% of the total small business goal at year five through ten for a "Satisfactory" rating and Contractor efforts as noted in Attachment J-5.B.	Twice Annually reviewing Contractor reporting.	Positive: Higher CPARS or another contract performance assessment report rating based on meeting goals. Negative: Lower CPARS or another contract performance assessment report ratings.

(End of Attachment)

ATTACHMENT J-5.A - CONTRACTOR ENGAGEMENT PERFORMANCE-BASED EVALUATION PROGRAM RATINGS

J-5.A.1 DEFINITION OF CONTRACTOR ENGAGEMENT

Contractor Engagement is defined as the Contractor's continual involvement within the Master Contract as measured and assessed by the stated *Participation* and *Production* Standards: submitting responsible Task Order Proposals and winning Task Order Awards, respectively. This is further described in this Attachment J-5. Contractor Engagement is a critical PBA contractual requirement and an evaluated critical performance assessment element throughout the entire Base term and Option periods of this Master Contract.

The Contractor's total proposal submission count, *Participation*, and Total Dollar Value (defined below) from Task Order awards, *Production*, will be continually monitored, annually assessed and rated as a performance standard under the Contract Engagement PBA evaluation element in the Government CPARS or another contract performance assessment report. Those Contract Engagement CPARS evaluation Standards are described in this section, and their combined rating tables are outlined and explained within this Attachment J-5.A.

<u>"Obligations" and "Commitments" definition</u>: Obligation of funds results from an awarded Task Order with bona fide needs existing during a given period. At time of award, it is initially and typically the first year's Base term; however, possibly less than or more than a full year term depending on the agency's appropriation category chosen to fund the Task Order). Obligations will require the Government to make payments to the Contractor during that period. Commitment of funds, however, recognizes future transactions on a pre-obligation basis, typically the remaining unobligated years/periods of the Base Term and the Option term(s) at time of Task Order award. All Committed funds are not guaranteed to be expended for the Government's future purchase of services, e.g., exercising Task Order Options.

<u>Total Dollar Value definition</u>: For the exclusive purpose of the *Production* metrics, the Total Dollar Value of a Task Order awarded to the GWAC Prime Contractor on the official award document, is defined as the estimated monetary value of the Base Task Order term plus all Task Order Option terms, if any, as indicated on the original award document as of the effective date of Task Order award. Therefore, the Total Dollar Value may include the sum of any combination of both Obligations and Commitments for purposes of crediting *Production* to the Contractor Engagement requirement.

Additional elements apply to this Contractor Engagement definition of Total Dollar Value:

- The potential estimated dollar value from the Option to Extend Services clause, FAR 52.217-8, shall not be considered into Total Dollar Value.

- Funding Task Order Modifications to either obligate new funds or deobligate funds do not change Total Dollar Values that were indicated on the original award document. (See above for definition.)

As part of the Master Contract Performance Work Statement, the following terms and conditions shall apply.

J-5.A.2 CONTRACTOR PARTICIPATION THROUGH PROPOSAL SUBMISSION

Participation is a measured and assessed performance-based contract Outcome, as indicated above in this Attachment J-5 Performance Requirements Summary (PRS) and this Attachment J-5.A of this Master Contract.

Goals of Participation - The primary Goals of *Participation* in Contractor Engagement are (1) to provide federal agencies with responsibly prepared Contractor Proposals in response to every Request for Proposal/Request for Quote (RFP/RFQ), either sole sourced or competitively issued under the Master Contract so to help provide viable solutions to agencies' integrated IT services requirements, and (2) to promote, provide, and ensure that those federal agencies employing the GSA GWAC are consistently receiving adequate and effective competition in response to their RFPs/RFQs.

Contractors submitting proposals (*Participation*) in response to official Task Order Requests, also referred to as Solicitations and RFPs/RFQs, significantly contribute toward meeting Federal Government Procurement Objectives not only by allowing for price competition, but also by offering high-quality IT services solutions and alternate solutions for the Government to consider in satisfying their expressed IT procurement requirements. The Government is seeking the best-value solution that can best achieve that critical Objective through competition generating multiple Contractor technical and price/cost Offers.

J-5.A.2.1 Definition of Participation

For purposes of the Master Contract Section C.7.1, H.19, and Attachments J-5 and J-5.A, *Participation* is defined exclusively as the act of the Contractor submitting responsible, meaningful and viable technical and cost/price Offers or Quotes (proposals) in response to an agency's official Task Order RFP/RFQ issued off of the Master Contract. Each proposal submitted, including any proposal revisions, will be counted as one *Participation* credit earned toward a single contract year. *Participation* credits will be earned when a Contractor's proposal is submitted in response to an agency's:

(1) Competitively solicited RFP/RFQ;

(2) Sole Source solicited RFP/RFQ, and;

(3) Multiphase/multi-step RFP/RFQ.

Submitting a proposal on an agency's multiphase/multi-step RFPs/RFQs will be credited exclusively under the following conditions:

***Participation* Credit for Proposals under a Multiphase Solicitation**

Participation credit can be earned if:

(a) The Contractor had responded to an agency's official solicitation, which included the selection procedures in the solicitation indicating the multiphase evaluation approach;
(b) Price or cost was considered as one of the evaluation factors in the selection decision;
(c) The government-initiated down-selection resulted in the exclusion of the Contractor from further consideration within a solicitation for a Task Order in advance of subsequent phases prior to award; and
(d) The Contractor provides verification to the GWAC ACO of the multiphase solicitation, proposal and down selection to support earning the *Participation* credit.

NOTICE:

i. A Voluntary down selection is defined as a contractor who makes its own decision to withdraw or exclude itself from further consideration or decides to not participate at all. Therefore, a Voluntary down selection at any phase/step of the official solicitation will not be considered for *Participation* credit.
ii. Additionally, there are other types of multiphase solicitations where a down selection would always be considered a Voluntary down selection, including an Advisory multi-step process, see FAR 15.202. In this scenario, the Government publishes a presolicitation notice that provides a general description of the scope or purpose of the Task Order and invites potential Offerors to submit information that allows the ordering agency to advise the Offerors about their potential to be viable competitors. The Government evaluates all responses and advises each respondent in writing either that it will be invited to participate in the resultant Task Order or, based on the contractor's information submitted, that it is unlikely to be a viable competitor. Regardless of the Government's advice, the Contractor may still participate in the resultant Task Order even when the Government's response is negative. Therefore, if the Contractor chooses not to participate in the resultant Task Order solicitation, it is also considered a Voluntary down-selection that will not be considered for *Participation* credit.

Procurement Task Order Cancellation

(a) If a pre-award Task Order procurement is officially withdrawn or cancelled for any reason beyond the Contractor's control subsequent to the Contractor's proposal submission to the agency, *Participation* credit to the Contractor will remain. The Contractor must provide verification to the GWAC ACE.

(b) If a post-award Task Order is officially Terminated for Convenience, *Participation* credit originally earned by the Contractor will remain. The

Contractor must provide verification to the GWAC ACO.

Contractor *Participation* reporting requirements are referenced in Section G.20.1 GWAC Data Calls.

Participation is a contractually mandatory annual requirement assessed and rated for each single contract year beginning on the Master Contract anniversary date of the Notice-to-proceed (also referred to as award date. No other Contractor Activities, including all those listed below in Attachment J-5.A.2.2, shall fall under this Master Contract's specific definition for *Participation*. The GSA GWAC Program will not reimburse the Contractor's Contractor Engagement costs for any Activities resulting or arising from *Participation* and *Production*.

Opportunity defined: GSA will occasionally refer to an agency's official RFP/RFQ in this Master Contract as well as throughout their public communications using various forms of media as a Government procurement "opportunity" for a Contractor to respond by submitting a proposal. Therefore, the term Opportunity or Opportunities is used interchangeably with a Task Order issuing agency's (or agencies') official RFP(s) or RFQ(s) in this context.

J-5.A.2.2 Definition of What is Not Participation

While many other types of focused Contractor actions, activities, processes, and transactional services mentioned below may be required by the Contractor toward ultimately achieving *Participation* critical standards, they are not considered measurable performance-based contract Outcomes. Thus, they are not performance rated elements for the Master Contract.

What is **not** *Participation* – *Participation* in Contractor Engagement, as defined in this Master Contract, does not include Contractor activities, listed below, for purposes of crediting or assessing required performance *Participation* Standards.

(a) Responding to an agency's Request for Information (RFI) or Draft RFPs/Draft RFQs, including providing the Government with any response to RFI questions to industry, Contractor Capability Statements or Rough Order of Magnitude (ROM) submissions for purposes of an agency RFI.
   - ✓ NOTE: Any RFI, including an RFI requesting capability statements, an RFI requesting a ROM, or any combination of requests as part of the RFI are agency market research techniques to help refine the Government's requirement prior to soliciting for a given Task Order. Therefore, these contractor submissions to RFIs are not considered proposal responses to official RFPs/RFQs.

(b) Reviewing/Studying agency Task Order RFPs/RFQs.

(c) Any investment of company resources into Capture Management activities, including the creation of Bid & Proposals.

(d) Subcontracting/teaming with other GWAC Contractors who are awarded Task Orders because *Participation* credit is exclusively considered with the awarded prime contractor.

(e) Leading potential agency clients' information technology services procurement requirements to the GSA GWAC Program.

(f) All marketing and sales activities expended to promote the GWAC Program, such as:

- ✓ Creating and implementing GSA GWAC marketing campaigns.
- ✓ Building relationships with potential agency clients.
- ✓ Driving potential agency client demand to the GSA GWAC vehicle.
- ✓ Tradeshows attendance promoting GSA GWAC vehicle.
- ✓ Attending GSA Customer Outreach meetings and conferences.
- ✓ Training Contractor company personnel to market GSA GWAC.
- ✓ All other Contractor marketing activities for the GSA GWAC.

(g) Contractor employee personnel attending various GSA sponsored seminars/webinars on GSA GWAC Program topics or attending non-government training programs.

(h) Registering, attending and/or working in collaborative Government-Contractor working groups to improve and facilitate GSA GWAC program performance.

(i) Attending or contributing to any GSA GWAC related Special Industry Groups or Shared Interest Groups (SIG).

(j) Complying with any requirement listed under Section F.7.2 Non-Performance-based Acquisition Deliverables, including responding to GSA reporting ad hoc data calls.

(k) Any other Contractor Activities not mentioned above that is performed prior to submitting a proposal in response to an agency official RFP/RFQ under this Master Contract.

Consequently, should the Contractor not achieve the annual *Participation* standards within the given AQLs, the Government will not consider merely engaging in any of the activities noted in the above list of *What is not Participation* as an acceptable level of performance in lieu of satisfactorily meeting the terms of the Contractor Engagement requirements of the Master Contractor.

J-5.A.2.3 Master Contract Participation Requirement for Number of Annual Proposal Submissions

The performance standard for *Participation* establishes the performance level required by the Government. The Standard for *Participation* is three (3) technical/price Proposals submitted per contract year. Therefore, the Contractor shall *Participate* in the Master Contract's Task Order proposal process by submitting a minimum of three (3) technical/price Proposals, or by submitting a minimum of ten percent (10%) of all agency Task Order Opportunities, whichever figure is lower, per Contract Year. When applying *Production* dollars earned from Task Order awards into the combined *Participation* and *Production* evaluated ratings, however, AQLs may affect the minimum number of

Proposals required in a single contract year, higher or lower, in order for the Contractor to earn a minimum of a satisfactory performance rating.

As an example when the Standard number of Proposals might be reduced from the required ten percent of Opportunities: If there are 50 official RFPs/RFQs competitively offered via Fair Opportunity to the Alliant 2 Contractors in Year X, calculate 10% x 50 = 5 Proposals. Because only a minimum of three proposals is required, and three is less than five proposals (or 10%), three becomes that single contract year proposal requirement.

Conversely, as an example, if there are only 20 RFPs/RFQs in Year Y, calculate 10% x 20 = 2 Proposals. Therefore, because 10% is less than three in this scenario, a minimum of 2 Proposals becomes the single contract year Offer/Quote Contractor requirement.

Participation is an Annually Recurring Standard: *Participation* performed in earlier Master Contract years at any number above the minimum number required cannot overflow so to be counted as *Participation* in future Contract years. *Participation* is always reset to zero annually on the first day of the succeeding contract year anniversary date of award. Thus, if the Contractor engages in submitting more than the minimum number of Proposals required in one year, the number of Proposals submitted above the previous year's required minimum number will not flow over as a *Participation* credit into the following year.

Acceptable Quality Levels for *Participation*: The AQL establishes a maximum allowable variation from the performance standard. Although the performance standard does not change for *Participation*, the acceptable quality level (AQL) does change based upon the Contractor's performance in meeting or exceeding the given *Production* standards for the respective contract year. Therefore, AQLs will ultimately determine the adjusted minimum number of annual Proposals required in a single contract year to earn a favorable rating (Satisfactory, Very Good or Excellent) to a number above three or below three.

Additionally, should conditions outside the control of the GSA GWAC Program impacting the Contractor, such as the IT federal marketplace negatively changes resulting in Opportunities dropping below the 10 percent threshold in any single year, the following Terms and Conditions will apply:

If less than 30 Opportunities: Any number equal to or less than 29 RFPs/RFQs competitively offered in a single contract year shall require a minimum of two proposals in that contract year.

If less than 20 Opportunities: Any number equal to or less than 19 RFPs/RFQs competitively offered in a single contract year shall require a minimum of one proposal in that contract year.

If less than 10 Opportunities: Any number equal to or less than 9 RFPs/RFQs competitively offered in a single contract year will not require any minimum number of proposals in that contract year.

The AQLs for Contractor Engagement are detailed in this *Attachment J-5. A*.

Timing of Crediting *Participation*: *Participation* is credited on the date the agency states in their solicitation (or amended solicitation) as the due date or deadline for Government receipt of Contractor Proposals.

J-5.A.3 CONTRACTOR PRODUCTION THROUGH TASK ORDER AWARDS

Production is contractually a mandatory measured and assessed performance-based contract desired Outcome, as detailed in this Master Contract.

J-5.A.3.1 Definition of Production

For purposes of Master Contract Section H.19 and this Attachment J-5, *Production* is the Total Dollar Value, as defined above, of a GWAC Prime Contractor's awarded Task Orders based upon the award date of the individual Task Order.

Production is credited as a result of a Contractor winning Task Order awards based on its proposal submissions made with agency acceptance and executed award in response to the agency IT requirements issued under this Master Contract. *Production* credit will be earned for a Contractor's winning Task Orders whether awarded in response to an agency's competitively solicited RFP/RFQ or in response to an agency's Sole Source solicited RFP/RFQ.

Modifications do not change Total Dollar Values: Any Task Order Modifications issued subsequent to the originally awarded Task Order Effective Date will not be considered for crediting additional procurement dollars to the originally earned *Production* Total Dollar Value. Alternatively, the affected dollar value from any Task Order Modifications issued subsequent to the Task Order Effective Date reducing the Total Dollar Value, including a partial or full Task Order Termination for Convenience and/or a partial or full Task Order No-Cost Settlement Agreement will not be debited from the originally earned *Production* Total Dollar Value. And the affected dollar value of any Task Order Option period(s) not exercised will not be debited from the originally earned *Production* Total Dollar Value. In short, the original Total Dollar Value noted as of the Effective Date of the Task Order original award document will not change from any Modifications, with the exception of a Task Order Termination for Default as further mentioned below.

Timing of Crediting Production: *Production* is credited subsequent to the Task order award date.

Production dollars shall not be considered or credited to the Contractor's performance under the following conditions:

1) On any Day Outside the Single Contract Year the Task Order Award is Executed - For example, if the third single contract year's final day is April 30th and the Task Order award is executed on May 1st, *Production* will not be credited to contract year three; however, it will be credited to the 4th contract year; or,
2) On any Day During the Agency's Pre-award Phase or Prior to the Official Executed Award Date of the Task Order - For example, any type of written or oral

apparent successful Offeror notice will not be considered as an executed award; or,

3) Post Award Protest Disposition Rescinding Contractor's Award – Should the Contractor initially win the award and resulting *Production* credit but the award is subsequently rescinded pursuant to a post-award Protest decision, the credit originally granted for Production will be subsequently removed. (The Participation credit, however, would remain.) Conversely, however, the Contractor might receive a *Production* credit sooner than the exact date of an award in the event a Post Award Protest disposition results in a decision that reinstates the Task Order issuing agency's initial award decision in favor of the protested Contractor.

In the event that any Task Order that is subsequently cancelled by a Termination for Default from the issuing agency, *Production* will be removed. Thus, the Total Dollar Value will be subtracted from the Contractor's cumulative *Production* value. *Participation* credit originally earned for submitting the proposal, however, will not be removed, and therefore remain a *Participation* credit under the contract year earned.

J-5.A.3.2 Minimum Number of Task Orders to Achieve the Production Cumulative Standard

Production is a Cumulative Standard from Contract Year to Contract Year: *Production* is a cumulative Contractor Engagement measurement. Unlike *Participation*, *Production* is not reset to zero annually; however, there are minimum performance-based Standards set annually. Those annual Standards are cumulative *Production* Standards, which includes all prior year *Production* values gained from previously awarded Task Orders, if any.

Minimum Number of Task Orders Required: The Contractor must produce a minimum of one or more Task Orders in order to meet or exceed the required awarded Total Dollar Value *Production* Standards of Task Orders stated below. As illustrated below, there are no PBA standards set for the number of Task Order awards beyond winning one award, beginning in contract year two.

The *Production* Standards are set for each single contract year as a cumulative figure in terms of Total Dollar Value obligated and committed (inclusive of Option terms).

Although contract year one of the Base term has an AQL of zero percent (0.0%), *Production* Standards are established for purposes of earning more favorable CPARS or another contract performance assessment report ratings. It is acceptable for the Contractor to win as many or as few Task Order awards over the term of the Master Contract as needed to meet the cumulative *Production* Standards with the conditions that the Contractor (1) meet the minimum *Participation* Standards for each single contract year that correlates with the accompanying earned *Production* value, and (2) each individual Task Order Total Dollar Value is greater than the SAT.

J-5.A.3.3 Production Standards by Contract Year

The following performance-based requirements are the Government's annual *Production* Standards presented on a cumulative basis. For example, in contract year four, $20

million in *Production* represents a summation of 48 months of Task Order awards. It does not represent the total *Production* Standard for the single contract year number four. There are no PBA standards set for the number of Task Order awards above one award beginning in contract year two.

CUMULATIVE PRODUCTION STANDARDS		
Master Contract Base Term Years		**Minimum Total # of Toss (Cumulative)**
1	$0	0
2	$3,000,000	1
3	$8,000,000	1
4	$20,000,000	1
5	$32,000,000	1
Master Contract Option Term Years		
6	$32,000,000	1
7	$32,000,000	1
8	$32,000,000	1
9	$32,000,000	1
10	$32,000,000	1

Attaining cumulative *Production* Standards alone does not ensure an acceptable performance for the Contractor Engagement PBA requirement. Each year's *Production* Standard has a corresponding performance-based combined *Participation/Production* AQL dependent upon the number of Offers submitted, as detailed and depicted in this Attachment J-5.A.

1) 12 Months of Total Production after Notice-to-Proceed, which is the Master Contract Modified Contract Award Date

   Starting from the date of the Master Contract Notice-to-proceed (also referred to as "contract award" in this Master Contract) through the end of the first contract year, there are no minimum number of Task Order awards required, and

accordingly there are no mandatorily required *Production* dollar Standards set. However, in order to earn a better than Satisfactory CPARS rating for the first year, a Contractor must, produce a minimum of One Task Order award of $1 million or greater Total Dollar Value, provided that the Contractor also earns a minimum of three Participation credits. See below table illustrating the Standards.

2) 24 Months of Total Production after Contract Award

   Starting from the date of the Master Contract award through end of the second contract year, a minimum of One Task Order should have been awarded to the Contractor. Additionally, a minimum awarded value of $3 million Total Dollar Value from one or more Task Orders within the first 24 months following contract award.

3) 36 Months of Total Production after Contract Award

   A minimum value of $8 million Total Dollar Value from one or more Task Orders within the first three-years of the Master Contract base term.

4) 48 Months of Total Production after Contract Award

   A minimum value of $20 million Total Dollar Value from one or more Task Orders within the first four-years of the Master Contract base term.

5) 60 Months of Total Production after Contract Award (Conclusion of Base Contract Term)

   A minimum value of $32 million Total Dollar Value from one or more Task Orders within the first five-years of the Master Contract base term.

No further increased minimum Total Dollar Values above $32 million in total *Production* are established as required performance standards for purposes of the Contractor Engagement ratings during the Option periods; however, annual minimum *Participation* is always required throughout the Option periods.

<u>No Exceptions provided to the cumulative Production Standards</u>: The minimum annual *Production* Standards are firmly set as stated above and do not change for any single contract year unless through contract Modification, which would only be considered by the GSA GWAC PCO under conditions of unforeseeable changes in the federal IT marketplace. (See Attachment J-*5.A.5 ADDITIONAL TERMS AND CONDITIONS FOR CHANGES TO CONTRACTOR ENGAGEMENT STANDARDS AND AQLs* for details.)

For performance-based evaluation purposes only, the annually established *Production* Standards, however, includes an AQL for specified contract years that allows the Contractor to earn an acceptable performance rating (Satisfactory or higher) when minimum dollar value Standards are not achieved if *Participation* credits earned meets or exceeds the standards. The combination of *Production* and *Participation* AQLs changes contract year to contract year; therefore, this scenario does not apply to every contract year.

J-5.A.4 ANNUAL RATING ASSESSMENTS AND PERFORMANCE STATUS DETERMINATIONS

J-5.A.4.1 Annual Rating Assessments

Each single contract year begins exactly on the anniversary date of the Notice-to-proceed (Effective Date) and is a full 12 months in length ending on the anniversary date of the following year of the Master Contract. The Master Contract anniversary date is established on a date independent from the Government fiscal year, Contractor fiscal year, or the calendar year.

Adjectival Rating Descriptions: There are six adjectival ratings established, which includes two possible Performance status levels given with Marginal ratings. One of the following six adjectival ratings is periodically assigned to the Contractor based on the Contractor's performance under the Contractor Engagement PBA requirement.

1) **Satisfactory** – Performance meets contractual Contractor Engagement requirements and might exceed some to the Government's benefit with no significant weakness identified. The Contractor performed well and meets contractual requirements. The GSA considers a contractor assessed as Satisfactory to be in good standing under the Master Contract.
2) **Very Good** – Performance meets contractual Contractor Engagement requirements and exceeds some to the Government's benefit with no significant weaknesses identified.
3) **Excellent** – Performance meets contractual Contractor Engagement requirements and exceeds to the highest level for the Government's benefit with no weaknesses identified.
4) **Marginal in a Performing Status** - Performance does not meet an acceptable level of contractual Contractor Engagement requirements and recovery might be likely in a timely manner. This rating reflects a performance problem and requires a Government approved Corrective Action Plan.
5) **Marginal in a Non-Performing Status** - Performance does not meet an acceptable level contractual Contractor Engagement requirements and recovery is not likely in a timely manner. This rating reflects a serious performance problem. The Contractor's proposed corrective actions appear ineffective, or were not fully implemented, or did not meet requirements as indicated in the *Definition of a Contractor in a Nonperforming status*. Further corrective actions may no longer be made available to the Contractor.
6) **Unsatisfactory** - Performance does not meet any level of contractual Contractor Engagement requirements and recovery is no longer possible.

Each contract year is assessed independently from the previous contract year if the Contractor's rating was a Satisfactory, Very Good or Excellent; thus, those three favorable ratings can change only once per year, if they warranted. However, Performance status on a Marginal rating can change to a higher or lower level at any time

within the current or subsequent contract year, depending on the progress or regress of the Contractor's monitored performance.

Initial ratings for the Contractor's performance level and Performance Status for a completed single contract year will be determined by the GSA GWAC ACO within 30 days into the subsequent contract year. The GWAC ACO will notify the Contractor as soon as practicable if an unfavorable Marginal or Unsatisfactory rating is initially assessed. Additionally, final performance ratings for each contract year will be entered into the CPARS annually under the Master Contract's Contractor Engagement evaluation element within approximately 120 days into the subsequent contract year.

J-5.A.4.2 Definition of a Contractor in a Performing Status

When the Contractor meets or exceeds the minimum combination of Participation and Production Standards earning a Satisfactory or higher rating within the stated time frames, the Government determines the Contractor to be in a Performing status for that contract year. There are terms and conditions indicated in this Attachment J-5.A, where a Contractor receiving a Marginal rating is determined to be either (a) Marginal in a Performing status or (b) a Marginal in a Nonperforming status.

J-5.A.4.3 Definition of a Contractor in a Nonperforming status

Unsatisfactory: When the Contractor does not meet the minimum combination of *Participation* and Task Order *Production* performance-based requirements Standards within the acceptable AQL resulting in earning an Unsatisfactory rating within the stated time frames commencing twelve (12) months from the Effective Date and annually thereafter, the Government determines the Contractor to be in a Nonperforming status. An Unsatisfactory rating is always considered a rating in a Nonperforming status.

Marginal/Nonperforming: When the Contractor does not meet the minimum combination of *Participation* and Task Order *Production* performance-based requirements Standards within the acceptable AQL plus additional conditions detailed in this Attachment J-5.A resulting in a Marginal rating at any time within a single contract year, the Government determines the Contractor to be in a Marginal Nonperforming status in that contract year.

J-5.A.4.4 Contract Remedies For Contractor Engagement

Should the Government rate the Contractor below the set AQL, i.e., Unsatisfactory or Marginal, for any single contract year, Government contract remedies will be invoked in accordance with this Master Contract.

J-5.A.5 ADDITIONAL TERMS AND CONDITIONS FOR CHANGES TO CONTRACTOR ENGAGEMENT STANDARDS AND AQLs

At any time during the term of the Master Contract, the GSA GWAC PCO may consider downwardly adjusting the Standards and/or AQLs for any part of the Contractor Engagement requirements in the event that unforeseeable changes to the federal IT marketplace detrimentally affect the marketability of this Master Contract to GSA's client federal agencies.

If the GSA GWAC PCO determines that a change is in the best interest of the Government to appropriately relax any of the PBA requirements, a unilateral contract Modification will be issued to all contractors under the Master Contract, adjusting the Standards and/or AQLs of *Participation* and/or *Production*. Changes to the Contractor Engagement requirement will not be considered based upon individual preferences of the Contractor or group preferences of the contractors under this Master Contract.

J-5.A.6 CONTRACTOR ENGAGEMENT SUMMARY

Contractor Engagement is a contractually mandatory PBA requirement incorporated into the Performance Work Statement of the Master Contract with the overall objective of providing Task Order issuing agencies effective competition for IT services (*Section C.7.1*). This in turn contributes to the overall achievement of the agency's federal acquisition standards and goals.

There are many other needed processes, actions and implementation factors (including inputs, activities, and outputs), which may be taken by the Contractor prior to attaining contractually defined *Participation* and *Production* outputs, such as responding to RFIs and other various activities listed **under J-5.A.2.2.** The Government does not mandate what activities in which the Contractor should invest and does not specify how the Contractor should reach the Government's desired end-results because Contractor Engagement is a performance-based acquisition requirement. Although many of those other Activities are considered important steps necessary to ultimately achieve the mandatory *Participation* and *Production* Standards via submitting responsible Proposals and winning one or more Task Order awards, those other activities are not considered measurable activities in terms of Contractor Engagement performance-based contract outcomes.

J-5.A.7 PERFORMANCE RATINGS AND GOVERNMENT REMEDIES

This J-5.A.7 Section applies exclusively to the Contractor Engagement critical PBA element and describes the performance ratings to be determined by the GSA Government Contracting Officer in two separate sections, a narrative description and a table-format depiction. Adjectival ratings levels are identical in both the narrative and table sections. Those ratings will also serve as the Government's procedure for issuing the respective CPARS annual Interim and Final ratings. For any Task Orders awarded off the Master Contract, CPARS ratings are independently and individually produced by the agency that issued the Task Order.

All *Satisfactory*, *Very Good, and Excellent* ratings issued are annually assessed ratings and can change or remain the same from contract year to contract year. For example, ratings can rise should performance improve from a Marginal rating in a Performing status up to a Satisfactory or higher rating in a Performing status; or conversely, ratings can fall should performance diminish from any rating between Excellent in a Performing status down to an Unsatisfactory in a Nonperforming status. However, should an Unsatisfactory be issued for any single contract year, specifically in this evaluation element, on any year during the entire term of this Master Contract, it will result in a conclusive rating of Unsatisfactory for performance on the GSA Master Contract, independent from any open or closed Task Orders that previously may have been issued.

J-5.A.7.1 NARRATIVE DESCRIPTION OF CONTRACTOR OUTCOMES

SATISFACTORY, VERY GOOD OR EXCELLENT OUTCOME: When the Contractor meets or exceeds the minimum combination of Participation and Task Order Production performance-based requirements Standards earning a Satisfactory or higher rating within the stated time frames, the Contractor is determined to be in a Performing status for the single contract year assessed and rated. *Satisfactory* is always considered an acceptable rating.

UNSATISFACTORY OR MARGINAL OUTCOME: Should the Government rate the Contractor to be (1) *Unsatisfactory,* or (2) *Marginal/Performing*, or (3) *Marginal/Nonperforming* as determined by the GSA audit *Participation* and *Production* review, Government Contract Remedies will be invoked in accordance to one of the following actions:

PERFORMING AND NONPERFORMING STATUS DETERMINATIONS:

1. Any performance-based rating equal to or above a *Satisfactory* level is determined to be in a Performing status. A contractor in a Performing status at these levels is meeting or exceeding Government Contractor Engagement performance requirements for the contract year assessed. The Government considers that a *Satisfactory* rating is an acceptable and favorable rating to earn.

2. Any performance-based rating at *Marginal* will be determined as either a Contractor in a Performing status or a Nonperforming status depending upon the conditions mentioned below. Therefore, a *Marginal* rating might result in the Government's enforcement of Contract Remedies.

    1. A *Marginally* rated Contractor in a Performing status shall be required to produce an acceptable *Corrective Action Plan* to the GSA GWAC Administrative Contracting Officer (ACO) within 30 calendar days of ACO notification. If the Contractor is determined to be *Marginal* in the Contractor Engagement evaluation element, receiving a *Marginal* rating for the first time in any single contract year among any of the single contract years within the entire Base and Option term of the Master Contract, it will be initially considered a Contractor in a Performing status, e.g., *Marginal* in a Performing status. The Contractor will be monitored and evaluated periodically at a higher frequency, more than once within the single contract year, until the deficiency is resolved per the Government approved *Corrective Action Plan*, and the Contractor's rating reaches a minimum performance level of *Satisfactory*.

    2. The Contractor rated *Marginal* in a Performing status might be converted down to a *Marginal* in a Nonperforming status at any time within a single contract year if triggered by one these following conditions:

        (1) Not submitting an acceptable *Corrective Action Plan* within 30

calendar days of ACO notification;

(2) Not diligently performing according to the Government approved *Corrective Action Plan*; or,

(3) Earning a *Marginal* rating for any two consecutive contract years during the Base and/or Optional term of the Master Contract.

Any single one of the above three conditions will immediately render the Contractor to be rated as a *Marginal* in a Nonperforming status prior to a scheduled year-end rating period.

A *Marginal* in a Nonperforming status can change at any time within a single contract year to a *Marginal* in a Performing status, and vice versa.

Should the Contractor remain with a rating of *Marginal* in a Nonperforming status for any more than three to six months depending on the GSA GWAC PCO/ACO's determination, the Government will invoke Contract Remedies in accordance with those rated under an *Unsatisfactory* rating.

Any performance-based rating of *Unsatisfactory* is ultimately a final rating regardless of which single contract year assessed. All previous contract years' higher performance ratings are not a mitigating factor for Government consideration if the Contractor earns an *Unsatisfactory* rating in the *Contractor Engagement* element for the most currently evaluated contract year. Additionally, all previous and current years' CPARS ratings in all other evaluated elements are not a mitigating factor for Government consideration if the Contractor earns an *Unsatisfactory* rating in the *Contractor Engagement* element for the most currently evaluated contract year. Consequently, an *Unsatisfactory* rating may result in the Government's strict and immediate enforcement of Contract Remedies. Therefore, the Government will consider and treat any *Unsatisfactory* rating issued in the *Contractor Engagement* critical evaluation element as the rating of performance for the GSA GWAC Master Contract.

CONTRACT REMEDIES AT UNSATISFACTORY AND MARGINAL RATINGS:

Unsatisfactory Performance Rating in Contractor Engagement

Termination of the Master Contract - The Government will initiate Contractor Termination for Default of the Master Contract in accordance with FAR 49.4, and the Government will rate the Contractor accordingly on CPARS pursuant to this Attachment J-5.A. No settlement costs arising out of the Termination for Default will be considered by the Government.

Marginal Performance Rating in Contractor Engagement

1. Marginal: Performing Status

   Deficiency Notice/Corrective Action Plan Request - Government will issue a Deficiency Notice to the Contractor and request a Corrective Action Plan allowing for the resolution/cure of the Deficiency. For the Contractor Action Plan

to be considered valid, the Government must accept and approve it. (The Government is not required to approve the Corrective Action Plan if the plan is not acceptable or in the Government's best interest.) Additionally, the Government will rate the Contractor accordingly on CPARS pursuant to this Attachment J-5.A.

2. Marginal: Nonperforming Status
   Delinquency Notice and/or Termination of the Master Contract - Government might issue a Cure or Show Cause Notice, FAR 49.60, and/or proceed directly to Contractor Termination for Default of the Master Contract in accordance with FAR 49.4, unless (a) the Contractor Cures the deficiency, or (b) the Contractor requests a mutual cancellation of the contract, FAR 49.109-4 No-cost settlement, and the Government accepts it. The Government will rate the Contractor accordingly on CPARS pursuant to this Attachment J-5.A. NOTICE: The Government does not pay settlement costs to a Contractor arising out of the Termination for Default.

J-5.A.7.2 DETERMINATION OF RATINGS BASED UPON CONTRACTOR OUTCOMES:

Beginning 12 months from the date of the Master Contract Notice-to-proceed and continuing a minimum of once per contract year including the Base term and all Option years, the Government will evaluate the Contractor's *Participation* and *Production* activity based upon contract year Outcomes, as defined in above in this J.5 Attachment.

Ratings equal to or greater than Satisfactory

When the Contractor meets or exceeds Standards established within this Attachment J-5.A in the single contract year assessed, the Contractor is in a favorable standing as a Performing Contractor on the Master Contract for that single year assessed and rated.

Ratings at Marginal and Unsatisfactory

The following *Marginal* and *Unsatisfactory* ratings will be determined under the following possible Contractor Outcomes, and remedies will be invoked in accordance to Master Contract Attachment J-5 PRS.

<u>CONTRACT YEAR ONE - 12 Months after Notice-to-Proceed (Effective Date)</u>

(Based upon 10 or more Opportunities for the Contractor to submit Proposals exclusively to the first contract year of the Master Contract)

Meeting *Participation* standards are mandatorily required for every single contract year; however, during the first contract year, acceptable quality levels (AQLs) are significantly lower during those initial 12-months following the award date. In fact, the submission of only one proposal considering the AQLs will result in a Satisfactory performance rating for the initial contract year.

Meeting *Production* Standards or winning Task Orders are not mandatorily required during the first 12-months after award date.

UNSATISFACTORY OUTCOMES - *Unsatisfactory* Performance Rating

Unsatisfactory ratings will be waived by the Government exclusively for the Master Contract's first year's performance assessment. The Government will not provide for waivers of *Unsatisfactory* ratings for any subsequent years, including contract year two through contract year ten.

MARGINAL OUTCOMES - *Marginal* Non-performance Rating

Should the Contractor not achieve any level of *Participation* (No Proposals submitted) during the initial contract year.

> Any *Marginal* Rating designated in the first 12-months will be assessed as a *Marginal* in a Non-performing status in lieu of an *Unsatisfactory.* There are no *Marginal* ratings in a Performing status issued for the initial contract year. The initial contract year is the only condition in which these terms apply and will not apply to any other year.

CONTRACT YEAR TWO - 24 Months after Master Contract Award

(Based upon 30 or more Opportunities for the Contractor to submit Proposals in this single contract year)

UNSATISFACTORY OUTCOMES - *Unsatisfactory* Performance Rating. An *Unsatisfactory* rating is always considered a rating in a Nonperforming status.

(a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders; or
(b) Should the Contractor achieve a level of annual *Participation* that is not above the required minimum, e.g., only three Proposals submitted, when the total *Production* is equal to or less than the SAT in contract revenue; or,
(c) Should the Contractor achieve a level of annual *Participation* that is one or two Proposals less than the required minimum, e.g., only one or two Proposals submitted, resulting in total *Production* less than $1 million of contract revenue from total awarded Task Orders; or,
(d) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, e.g., only one proposal submitted, resulting in total *Production* less than $3 million of contract revenue from total awarded Task Orders.

MARGINAL OUTCOMES - *Marginal* Performance Rating

(e) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, e.g., four or five Proposals submitted, when total *Production* is equal to or less than the SAT in contract revenue; or,

(f) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, e.g., three Proposals submitted, resulting in total *Production* greater than the SAT and less than $3 million of contract revenue from total awarded Task Orders; or,

(g) Should the Contractor achieve a level of annual *Participation* that is one proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than $1 million and less than $8 million of contract revenue from total awarded Task Orders; or,

(h) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, e.g., only one proposal submitted, resulting in total *Production* equal to or greater than $3 million and less than $20 million of contract revenue from total awarded Task Orders.

CONTRACT YEAR THREE - 36 Months after Master Contract Award

(Based upon 30 or more Opportunities for the Contractor to submit Proposals in this single contract year)

UNSATISFACTORY OUTCOMES - *Unsatisfactory* Performance Rating

An *Unsatisfactory* rating is always considered a rating in a Nonperforming status.

(a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders; or
(b) Should the Contractor achieve any level of annual *Participation*, above or below the required minimum, e.g., one, two, three, four, five or more Proposals submitted, when the total *Production* is less than $1 million in contract revenue from total awarded Task Order.; or,
(c) Should the Contractor achieve a level of annual *Participation* that is one or two Proposals less than the required minimum, e.g., only one or two Proposals submitted, resulting in total *Production* less than $3 million of contract revenue from total awarded Task Orders; or,
(d) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, e.g., only one proposal submitted, resulting in total *Production* less than $8 million of contract revenue from total awarded Task Orders.

MARGINAL OUTCOMES - *Marginal* Performance Rating.

(e) Should the Contractor achieve a level of annual Participation that is equal to the required minimum, e.g., three Proposals submitted, when total Production is equal to or greater than $1 million and less than $8 million of contract revenue from total awarded Task Orders; or,
(f) Should the Contractor achieve a level of annual *Participation* that is one proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than $3 million and less than $20 million of

contract revenue from submitting two Proposals from total awarded Task Orders; or,

(g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, e.g., only one proposal submitted, resulting in total *Production* equal to or greater than $8 million and less than $20 million of contract revenue from total awarded Task Orders; or,

(h) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, e.g., only one proposal submitted, resulting in total *Production* equal to or greater than $20 million of contract revenue from total awarded Task Orders.

CONTRACT YEAR FOUR - 48 Months after Master Contract Award

(Based upon 30 or more Opportunities for the Contractor to submit Proposals in this single contract year)

UNSATISFACTORY OUTCOMES - *Unsatisfactory* Performance Rating

An *Unsatisfactory* rating is always considered a rating in a Nonperforming status.

(a) Should the Contractor not achieve any level of annual Participation (No Proposals submitted) regardless of any total Production at any dollar value previously earned in earlier contract years from total awarded Task Orders; or

(b) Should the Contractor achieve any level of annual Participation, above or below the required minimum, e.g., one, two, three, four, five or more Proposals submitted, when the total Production is below $3 million in contract revenue from total awarded Task Orders; or,

(c) Should the Contractor achieve a level of annual Participation that is one or two Proposals less than the required minimum, e.g., only one or two Proposals submitted, resulting in total Production equal to or greater than the $3 million and less than $8 million of contract revenue from total awarded Task Orders; or,

(d) Should the Contractor achieve a level of annual Participation that is two Proposals less than the required minimum, e.g., only one proposal submitted, resulting in total Production equal to or greater than $8 million and less than $20 million of contract revenue from total awarded Task Orders.

MARGINAL OUTCOMES - *Marginal* Performance Rating

(e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, e.g., three Proposals submitted, when total *Production* is equal to or greater than $3 and less than $8 million of contract revenue from total awarded Task Orders; or,

(f) Should the Contractor achieve a level of *Participation* that is equal to the required minimum or one proposal less than the required minimum, e.g., two or three proposals submitted, resulting in total *Production* equal to or greater than $8 million and less than $20 million of contract revenue from total awarded Task Orders; or,

(g) Should the Contractor achieve a level of annual *Participation* that is one or two Proposals less than the required minimum, e.g., one or two Proposals submitted, resulting in total *Production* equal to or greater than $20 million and less than $32 million of contract revenue from total awarded Task Orders; or,

(h) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, e.g., only one proposal submitted, resulting in total *Production* equal to or greater than $32 million of contract revenue from total awarded Task Orders.

CONTRACT YEAR FIVE - 60 Months after Contract Award (End of Base Master Contract Term)

(Based upon 30 or more Opportunities for the Contractor to submit Proposals in this single contract year)

UNSATISFACTORY OUTCOMES - *Unsatisfactory* Performance Rating

An *Unsatisfactory* rating is always considered a rating in a Nonperforming status.

(a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders; or

(b) Should the Contractor achieve any level of annual *Participation*, above or below the required minimum, e.g., one, two, three, four, five or more Proposals submitted, when the total *Production* is below $8 million in contract revenue from total awarded Task Orders; or,

(c) Should the Contractor achieve a level of annual *Participation* that is one or two Proposals less than the required minimum, e.g., only one or two Proposals submitted, resulting in total *Production* equal to or greater than the $8 million and less than $20 million of contract revenue from total awarded Task Orders; or,

(d) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, e.g., only one proposal submitted, resulting in total *Production* equal to or greater than $20 million and less than $32 million of contract revenue from total awarded Task Orders.

MARGINAL OUTCOMES - (*Marginal* Performance Rating)

(e) Should the Contractor achieve a level of annual Participation that is equal to the required minimum, e.g., three Proposals submitted, when total Production is equal to or greater than $8 and less than $32 million of contract revenue from total awarded Task Orders; or,

(f) Should the Contractor achieve a level of annual Participation that is one proposal less than the required minimum, e.g., two Proposals submitted, resulting in total Production equal to or greater than $20 million and less than $50 million of contract revenue from total awarded Task Orders; or,

(g) Should the Contractor achieve a level of annual Participation that is two Proposals less than the required minimum, e.g., only one proposal submitted, resulting in

total Production equal to or greater than $32 million of contract revenue from total awarded Task Orders.

OPTION CONTRACT YEARS - All Option Periods (If the Option is Exercised)

At the end of each Option year for each 12-month contract period, the Government will evaluate the Contractor's *Participation* and *Production* activity annually, as defined in this J.5.A Attachment and invoke remedies as indicated above.

(Based upon 30 or more Opportunities for the Contractor to submit Proposals in this single contract year)

UNSATISFACTORY OUTCOMES - *Unsatisfactory* Performance Rating

An *Unsatisfactory* rating is always considered a rating in a Nonperforming status.

(a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders; or,
(b) Should the Contractor achieve any level of annual *Participation*, above or below the required minimum, e.g., one, two, three, four, five or more Proposals submitted, when the total *Production* is below $20 million in contract revenue from total awarded Task Orders; or,
(c) Should the Contractor achieve a level of annual *Participation* that is one or two Proposals less than the required minimum, e.g., only one or two Proposals submitted, resulting in total *Production* equal to or greater than the $20 million and less than $32 million of contract revenue from total awarded Task Orders; or,
(d) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, e.g., only one proposal submitted, resulting in total *Production* equal to or greater than $32 million and less than $50 million of contract revenue from total awarded Task Orders.

MARGINAL OUTCOMES - *Unsatisfactory* Performance Rating

(e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, e.g., three Proposals submitted, when total *Production* is equal to or greater than $20 and less than $32 million of contract revenue from total awarded Task Orders; or,
(f) Should the Contractor achieve a level of annual *Participation* that is one proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than $32 million and less than $50 million of contract revenue from total awarded Task Orders; or,
(g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, e.g., only one proposal submitted, resulting in total *Production* equal to or greater than $50 million of contract revenue from total awarded Task Orders.

(End of *Narrative Description* Attachment J-5.A)

J-5.A.8 TABLE FORMAT OF ATTACHMENT J-5.A - SPREADSHEET DOCUMENT

The following six tables represent 5 single contract years, and one multi-year Option (5 multi-years) depicting Contractor Engagement PBA Standards and AQLs as narratively described in the above J.5 Attachment.

(See the following pages for all Performance Rating Tables)

ATTACHMENT J-5.A.8.1 PERFORMANCE RATING TABLE

Contractor Engagement
Initial Contract Year 1

TABLES: The Initial Contract Year number one is based on 10 or more Opportunities to submit Proposals. All subsequent contract years, two through ten, are based on 30 or more Opportunities to submit Proposals in a single contract year.

RATINGS: Ratings from these tables will be entered into CPARS or another contract performance assessment report annually in the "CONTRACTOR ENGAGEMENT" element for the respective year.

CONTRACT REMEDIES: Only applies to "UNSATISFACTORY" and "MARGINAL" ratings in a Nonperforming status.

	CONTRACTOR ENGAGEMENT PERFORMANCE BASED RATINGS					
	12 months – Initial Contract Year					
# Proposals	31 Possible Outcomes = 30 Satisfactory +/0 Unsatisfactory/1 Marginal Non-performing					
5 +	Very Good	Very Good	Excellent	Excellent	Excellent	Excellent
4	Satisfactory	Satisfactory	Very Good	Very Good	Excellent	Excellent
3	Satisfactory	Satisfactory	Very Good	Very Good	Very Good	Excellent
2	Satisfactory	Satisfactory	Satisfactory	Very Good	Very Good	Very Good
1	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Very Good
0	MARGINAL – Nonperforming Status					
	NO MINIMUM NUMBER OF AWARDS OR PRODUCTION REQUIRED FOR THE INITIAL CONTRACT YEAR					
	$0 to SAT	> SAT to $999,999	$1,000,000	$3M to $7,999,999	$8M to 19,999,999	$20M +
	TOTAL PRODUCTION					

ATTACHMENT J-5.A.8.2 PERFORMANCE RATING TABLE

Contractor Engagement
Contract Year 2

	CONTRACTOR ENGAGEMENT PERFORMANCE BASED RATINGS					
	24 months					
# Proposals	31 Possible Outcomes = 16 Satisfactory +/6 Unsatisfactory/9 Marginal					
5 +	Marginal	Satisfactory	Very Good	Very Good	Excellent	Excellent
4	Marginal	Satisfactory	Satisfactory	Very Good	Very Good	Excellent
3	Marginal	Marginal	Marginal	**Satisfactory**	Satisfactory	Very Good
2	**UNSATISFACTORY**	**UNSATISFACTORY**	Marginal	Marginal	Satisfactory	Satisfactory
1	**UNSATISFACTORY**	**UNSATISFACTORY**	**UNSATISFACTORY**	Marginal	Marginal	Satisfactory
0	**UNSATISFACTORY (No Participation)**					
	Below $$$$	Below $$$	Below $$	**$ Standard $**	Above $$	Above $$$
	$0 to SAT	> SAT to $999,999	$1M to $2,999,999	**$3,000,000**	$8M to 19,999,999	$20M +
	TOTAL PRODUCTION					

ATTACHMENT J-5.A.8.3 PERFORMANCE RATING TABLE

Contractor Engagement
Contract Year 3

	CONTRACTOR ENGAGEMENT PERFORMANCE BASED RATINGS					
	36 months					
# Proposals	22 Possible Outcomes = 11 Satisfactory +/5 Unsatisfactory/6 Marginal					# Proposals
5 +	UNSATISFACTORY	Satisfactory	Very Good	Excellent	Excellent	5 +
4		Satisfactory	Satisfactory	Very Good	Excellent	4
3		Marginal	Marginal	Satisfactory	Very Good	3
2		UNSATISFACTORY	Marginal	Marginal	Satisfactory	2
1		UNSATISFACTORY	UNSATISFACTORY	Marginal	Marginal	1
0	UNSATISFACTORY (No Participation)					0
	Below $$$$	Below $$$	Below $$	$ Standard $	Above $$	
	$0 to $999,999	$1M to $2,999,999	$3M to $7,999,999	$8,000,000	$20M +	
	TOTAL PRODUCTION					

ATTACHMENT J-5.A.8.4 PERFORMANCE RATING TABLE

Contractor Engagement
Contract Year 4

	CONTRACTOR ENGAGEMENT PERFORMANCE BASED RATINGS					
	48 months					
# Proposals	22 Possible Outcomes = 11 Satisfactory/5 Unsatisfactory/6 Marginal					# Proposals
5 +	UNSATISFACTORY	Satisfactory	Very Good	Excellent	Excellent	5 +
4		Satisfactory	Satisfactory	Very Good	Very Good	4
3		Marginal	Marginal	Satisfactory	Satisfactory	3
2		UNSATISFACTORY	Marginal	Marginal	Satisfactory	2
1		UNSATISFACTORY	UNSATISFACTORY	Marginal	Marginal	1
0	UNSATISFACTORY (No Participation)					0
	Below $$$$	Below $$$	Below $$	$ Standard $	Above $$	
	$0 to $2,999,999	$3M to $7,999,999	$8M to 19,999,999	$20,000,000	$32M +	
	TOTAL PRODUCTION					

ATTACHMENT J-5.A.8.5 PERFORMANCE RATING TABLE

Contractor Engagement
Contract Year 5

	CONTRACTOR ENGAGEMENT PERFORMANCE BASED RATINGS				
	60 months – Final Contract Year of Base Term				
# Proposals	22 Possible Outcomes = 11 Satisfactory/5 Unsatisfactory/6 Marginal				
5 +	UNSATISFACTORY	Satisfactory	Very Good	Excellent	Excellent
4		Satisfactory	Satisfactory	Very Good	Excellent
3		Marginal	Marginal	Satisfactory	Very Good
2		UNSATISFACTORY	Marginal	Marginal	Satisfactory
1		UNSATISFACTORY	UNSATISFACTORY	Marginal	Marginal
0	UNSATISFACTORY (No Participation)				
	Below $$$$	Below $$$	Below $$	$ Standard $	Above $$
	$0 to $7,999,999	$8M to $19,999,999	$20M to 31,999,999	$32,000,000	$50M +
	TOTAL PRODUCTION				

ATTACHMENT J-5.A.8.6 PERFORMANCE RATING TABLE

Contractor Engagement
Option Contract Years 6, 7, 8, 9, and 10

ALL OPTION YEARS (6 through 10) ARE STATIC TO THIS TABLE

# Proposals	CONTRACTOR ENGAGEMENT PERFORMANCE BASED RATINGS				# Proposals
	Each Option Year (If Exercised) - 72 Months & Annually				
	17 Possible Outcomes = 8 Satisfactory/5 Unsatisfactory/4 Marginal				
5 +	UNSATISFACTORY	Satisfactory	Very Good	Excellent	5 +
4		Satisfactory	Very Good	Very Good	4
3		Marginal	Satisfactory	Satisfactory	3
2		UNSATISFACTORY	Marginal	Marginal	2
1		UNSATISFACTORY	UNSATISFACTORY	Marginal	1
0	UNSATISFACTORY (No Participation)				0
	Below $$$$	Below $$	$ Standard $	Above $$	
	$0 to $19,999,999	$20M to $31,999,999	$32,000,000	$50M +	
	TOTAL PRODUCTION				

End of Section J.5.A.8 Performance Rating Table Spreadsheet)

ATTACHMENT J-5.B - PBA Small Business Subcontracting Evaluation Program Ratings

This J-2.B Section applies exclusively to the Small Business Subcontracting PBA element and describes the performance ratings to be determined by the GSA GWAC Administrative Contracting Officer (ACO). All ratings issued are annually assessed ratings to be entered into CPARS or another contract performance assessment report and can change from contract year to contract year, for example, ratings can rise should (1) performance improve from a Marginal rating up to a Satisfactory or higher rating in a Performing status; or conversely, ratings can fall (2) should performance diminish from any rating between Excellent in down to an Unsatisfactory.

AQL – Stated as a Percentage of the Total Small Business Goal (50%)

The AQL for earning a minimum of a Satisfactory rating is 80% of the total small business subcontracting goal at the end of the base term, five years. If the Master Contract Option is exercised for the Contractor, the AQL remains 80% for each interim year.

AQL – Interim and Final Contract Years

The table below depicts CPARS or another contract performance assessment report ratings based upon meeting the set goals and Contractor's good faith efforts demonstrated toward meeting all small business subcontracting goals.

CPARS SMALL BUSINESS SUBCONTRACTING RATING GUIDE AND CORRECTIVE ACTIONS

RATING	DESCRIPTION FOR RATING	ACTION REQUIRED
Exceptional/ Outstanding	Exceeded all negotiated goals. Has exceptional success with initiatives to assist, promote and utilize small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), HUBZone small business, veteran-owned small business (VOSB), and service-disabled VOSB (SD/VOSB). An outstanding rating signifies that the company has an exemplary program that could be used as a model by other contractors in similar industries.	N/A
Very Good/ Highly Successful	Met all of its negotiated goals in the traditional socio-economic categories (SB, SDB, and WOSB) and met at least one of the newer socio-economic goals (HUBZone small business, VOSB, and SD/VOSB) for each contract that contains 2 or more of those goals. Has significant success with initiatives to assist, promote and utilize SB, SDB, WOSB, HUBZone small business, VOSB, and SD/VOSB. Makes an effort to go above and beyond the required elements of the program and can provide documentation and success stories to support such efforts.	N/A
Satisfactory/ Acceptable	Demonstrated a good-faith effort to meet its goals, but has not met the rigorous criteria for a higher rating. Fulfills the requirements of its subcontracting plan and the regulations. The contractor's management shows an interest in maintaining its program to an acceptable level and has demonstrated a commitment to apply the necessary resources to do so.	Contractors should continuously remind their company Sales, Marketing, Business Development, and Supply Chain Management personnel the importance of striving to meet the overall GWAC SB Subcontracting goal.

RATING	DESCRIPTION FOR RATING	ACTION REQUIRED
Marginal	Has NOT MET the Satisfactory AQL Metrics based on the number of Task Orders issued to the Contractor. The contractor has not reached one or more requirements of a corrective action plan currently in place.	A Corrective Action Plan is required. The Contractor is encouraged to contact the GSA OSBU to get advice on how to improve their small business outreach efforts.
Unsatisfactory	Noncompliant with the contractual requirements of FAR 52.219-8 and 52.219-9. Contractor's management shows little interest in bringing its program to an acceptable level or is generally uncooperative.	A Corrective Action Plan is required. A SBA/GSA OSBU Audit Review may be requested.

NOTICE: Ratings cannot be assessed by the Government for Small Business Subcontracting until the Contractor has an awarded Task Order/s with subcontracting. Neutral ratings are not an option for CPARS evaluated elements.

(End of Attachment J-5.B Small Business Subcontracting Evaluation Program)

ATTACHMENT J-6 - TRANSACTIONAL DATA REPORTING

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 system instructions for the reporting process. It is mandatory to complete the data elements in the format outlined in the government designated system instructions.

J-6.1 GSAR 552.216-75 Transactional Data Reporting (June 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. 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 quarter. If there was no contract activity during the quarter, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the quarter.

(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 quarter. 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.

(End of GSAR Provision)

J-6.2 CLIN STRUCTURE

The Contractor shall apply one or more of the following GWAC Program CLINs when reporting invoices in the government designated 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)
M00	MISC/ODC
G00	Award/Fixed/Incentive Fees

(End of Attachment J-6)

ATTACHMENT J-7 - INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN

(Contractor's Plan is incorporated in this contract and attached at time of Alliant 2 GWAC Award)

ATTACHMENT J-8 - WEBSITE REFERENCES

GWAC Program Email Correspondences

Alliant 2 PCO/ACO Alliant2@gsa.gov
GWAC Scope Review Request Alliantsowreview@gsa.gov
GSA Ombudsman GSAIndustrySupport@gsa.gov

** Contractor Registration Required (below)

SECTION & DESCRIPTION		WEBSITE URL
B.5	OFPP Best Practices Handbook	https://www.whitehouse.gov/omb/procurement_index_guides/
B.13	U.S. Department of State, Bureau of Administration, Office of Allowances	https://aoprals.state.gov/
C.3.1, C.10	Federal Enterprise Architecture Framework (FEA): Business Reference Model, and Performance Reference Model	https://www.whitehouse.gov/omb/offices/e-gov/fea
C.4.4	SP 800-146 Cloud Computing	http://csrc.nist.gov/publications/PubsSPs.html
C.10	Federal Enterprise Architecture Framework. DOD Information Enterprise	https://www.whitehouse.gov/omb/offices/e-gov/fea http://dodcio.defense.gov/IntheNews/DoDInformationEnterpriseArchitecture.aspx

	Architecture. FPDS PSC Manual. Department of Labor Bureau of Labor Statistics Standard Occupational Classification. *(C.10 continued)* The Occupational Information Network (O*NET) System. Information Technology Definition. Clinger-Cohen Act.	https://www.acquisition.gov/?q=Acquisition_Systems http://www.bls.gov/soc/ http://www.onetonline.org/ http://www.acquisition.gov/far/current/html/Subpart 2_1.html https://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleIII.pdf
E.1, F.1, H.1, I.2	Federal Acquisition Regulation. GSA Regulation.	https://www.acquisition.gov/?q=browsefar https://www.acquisition.gov/?q=Supplemental_Regulations
G.2.1	4800.2H ADM Eligibility to Use GSA Sources of Supply and Services	http://www.gsa.gov/portal/directives
G.10	Contractor Website - CMMI Institute-Published Appraisal Results	https://sas.cmmiinstitute.com/pars/pars.aspx
G.14	** GSA eBuy Ordering System	https://www.ebuy.gsa.gov/advantage/ebuy/start_page.do
G.19	** Contractor Performance	https://www.cpars.gov/

	Assessment Reporting System. ** Past Performance Information Retrieval System.	https://www.ppirs.gov/
G.19.2	GSA Alliant 2 GWAC Homepage • GWAC Contracts • GWAC Contract Holders • GWAC Pricing. GSA GWAC Homepage • SOW Review Request • DPA Request.	www.gsa.gov/alliant2 http://www.gsa.gov/gwacs
G.20.2	** Government Designated System: Reporting Transactional Data - Instructions and Definitions. ** System for Award Management (SAM).	*(To Be Determined at Time of Award in the Notice to Proceed)* https://www.acquisition.gov/?q=Acquisition_Systems
G.22.2	** Subcontracting Reports	https://www.acquisition.gov/?q=Acquisition_Systems
G.23	Prime & Subcontractor Spending: Sub-award data for all	https://www.usaspending.gov/Pages/AdvancedSearch.aspx

	Spending Types	
G.25	** Carbon Disclosure Project (CDP). ** GRI Sustainability Disclosure Database.	https://www.cdp.net/en-US/Pages/HomePage.aspx https://www.globalreporting.org/Pages/default.aspx
H.3	GSA Logo	http://www.gsa.gov/portal/content/102183
H.7	GSA IT Policies	http://www.gsa.gov/portal/directives
H.9	IT Security Policies • Homeland Security Presidential Directives-12 (HSPD-12) • OMB guidance M-05-24 • FIPS PUB 201. GSA HSPD-12, Personal Identity Verification.	https://www.idmanagement.gov http://www.gsa.gov/portal/content/105233
H.10	Government Designated System Training Modules	*(To Be Determined at Time of Notice to Proceed/Effective Date)*
H.13	Section 508 Standards	http://www.section508.gov/
Attachment J-2	DoD Cloud Computing Security	http://iase.disa.mil/cloud_security/Pages/index.aspx

If you encounter a broken web link in the above listing, please contact the GWAC COR at Alliant2@gsa.gov.

The GWAC COR will periodically update this Attachment J-8 whenever Master Contract Modifications are issued, and also provide more recent updates on GSA's Alliant 2 GWAC website at a time when GSA is made aware of any needed changes to website URL names or addresses.

(END OF ATTACHMENT J-8)