This page is intentionally blank representing the Standard Form 1449 (SF1449) for each individual contract award and is included solely to allow for page number accuracy.

I. PRICING

1. GENERAL

1.1. The 8(a) Streamlined Technology Application Resource for Services (STARS) II Governmentwide Acquisition Contract (GWAC) – "8(a) STARS II", a/k/a "STARS II", is a Multiple Award (MA), Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract to provide information technology (IT) services and IT services- based solutions which may include the integration of ancillary support which is necessary and integral to the IT services being acquired. STARS II is reserved for qualifying Small Business Administration (SBA) certified 8(a) prime contractors with competitive prices.

1.2. The Contractor shall provide all management, supervision, labor, facilities and materials necessary to perform on a task order basis.

1.3. Hereafter, STARS II may also be referred to as the "Basic Contract" while task order(s) issued under the Basic Contract may also be referred to as "Order(s)".

2. AUTHORITY

2.1. STARS II is established under the authority of the Small Business Act (P.L. 85-536, as amended), 15 U.S.C. 637(a), 13 C.F.R.124 and Federal Acquisition Regulations (FAR) 19.8. It is operated in concert with parallel authority from the Office of Management and Budget (OMB), which has designated the U.S. General Services Administration (GSA) as an Executive Agent (EA) for Governmentwide IT acquisitions pursuant to Section 5112(e) of the Clinger- Cohen Act, 40 U.S.C. 11302(e).

2.2. The scope of this designation includes GSA's role and responsibility to award and administer the Basic Contract, and to grant Delegation of Procurement Authority (DPA) to warranted contracting officers for the award and administration of the Orders, that is further addressed in the Contract Administration Section.

2.3. The authority of the Small Business GWAC Center Procuring Contracting Officer (PCO), GSA Administrative Contracting Officer (ACO) and the Ordering Contracting Officer (OCO) are defined in Contract Administration Section.

3. ECONOMY ACT

3.1. In accordance with FAR 17.500(b)(2), the Economy Act does not apply to acquisitions using GWACs.

4. BASIC CONTRACT TERM

4.1. The Basic Contract term is one five-year base period with one five-year option period.

5. TASK ORDER PERIOD OF PERFORMANCE

5.1. The term for each Order placed under the Basic Contract shall be specified in the individual Order. Under no circumstances may a new order be placed under the Basic Contract if the Basic Contract is not in effect, has expired, has been cancelled or has been terminated.

5.2. Orders may be awarded during the STARS II GWAC Basic Contract's life, which is also referred to as the Contract Ordering Period (COP). Therefore the COP, like the Basic Contract term, is for a five-year base period with one five- year option. Orders may not be issued outside the COP.

5.3. An Order may be issued with a period of performance (PoP) of up to seven years from the date the Order is placed, with or without option periods during the PoP, provided:

1) The Order PoP is consistent with the customer agency's policy on task order duration and funding.
2) Orders that may run beyond the final day of the underlying GWAC COP are limited to three years beyond the final day of the basic contract option, which means all orders have to be substantially completed by August 30, 2024.
3) Orders awarded **prior to** July 1, 2020, that may run beyond the final day of the underlying GWAC COP are limited to three years beyond the final day of the basic contract option, which means all orders have to be substantially completed by August 30, 2024.
4) Orders awarded **on or after** July 1, 2020 must be complete by June 30, 2022.

5.4. Order duration is not dependent upon the Center exercising the Basic Contract option. This means that an OCO can exercise an Order option period even if the Basic Contract is no longer available for new Orders. OCOs are required to document that Order options are in the best interest of the Government consistent with FAR 17.207, or authorized customer agency supplement.

6. ORDER TYPES

6.1. As defined in FAR Part 16, Type of Contracts, Fixed-Price (FAR 16.2), Incentive (FAR 16.4), Time-and-Materials (T&M (FAR 16.6)), and Labor-Hour (L- H (FAR 16.6)) Order types are permissible. Hybrid blends of the Order types are feasible. The OCO is responsible for clearly identifying the applicable order type(s), making all required determinations and establishing requirements in the Order solicitation.

6.2. There is a regulatory order of precedence for contract types which prioritizes fixed price work over all other contract types, applied to STARS II's eligible Order types below:

1) Fixed Price (FAR 16.2)
2) T&M or L-H (FAR 16.6)

If not using Fixed-Price terms, FAR 16.601(d) requires contracting officers to document the rationale which applies to orders under STARS II. The determination and findings required by FAR 16.601 (d) requires a higher level of review. Please check agency guidance for the required level of review and approval.

6.3. Orders may be multi-year and/or include option periods and/or include optional Contract Line Item Numbers (s) consistent with the FAR and customer agency contracting and fiscal policy.

7. PERFORMANCE-BASED ACQUISITION PREFERENCE

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

1) Firm-fixed Price Performance-Based
2) A Performance-Based Order that is not Firm-Fixed Price
3) An Order that is not Performance-Based

8. NOT ALLOWED ON STARS II

Renting/leasing
Blanket Purchase Agreements
(BPAs) Letter Contracts
Orders for which IT services outcomes are not the principle purpose
All other orders that do not fall within the scope of the contract as defined throughout the contract in Section II, Scope.

9. RENTING/LEASING

9.1. Renting and leasing of Personal Property and Real Property is not allowable; however, leases may be part of an IT services-based solution, provided:

1) The Government will not be the lessee and it will not be liable for cancellation fees should an option not be exercised
2) Furthermore, the use of lease-like (incremental) payment arrangements to purchase items, which purport to permit the Government to receive delivery of items and then pay for the full cost of the items over time, are not permitted

9.2. More information about this is presented in the Contract Requirements section.

10. FIXED PRICE ORDER TYPE

10.1. The OCO must determine fair and reasonable pricing for all Fixed-Price Orders in accordance with FAR 15.4, Pricing, and FAR 16.2, Fixed-Price Contracts, and customer agency policy. STARS II is a competitively awarded 8(a) Basic Contract and it is important for OCOs to note such in documenting their price analysis. Further competition for Orders is another valuable price analysis consideration. Fixed price proposals shall include the Contract Access Fee (CAF). When calculating the fixed price, the CAF shall be applied last.

11. INCENTIVE ORDER TYPE

11.1. The OCO must determine fair and reasonable pricing for all incentives in 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, FAR 16.4, Incentive Contracts and customer agency policy. This is an area of increasing regulatory oversight pursuant to Section 867 of the Duncan Hunter National Defense Authorization Act of 2009, P.L. 110-417 ("DHNDAA" or "NDAA 2009"), and customer agency policy, requiring OCO due diligence. OCOs considering incentive contracting are reminded of their obligations under FAR 1.602-2.

12. TIME & MATERIALS AND LABOR-HOUR ORDER TYPES

12.1. The pricing schedules established in the associated Microsoft Excel spreadsheet files contain the basic contract ceiling rates for T&M and LH work. The basic contract ceiling rates, and subsequent rates quoted or proposed for task orders, shall be fully burdened labor rates inclusive of all direct and indirect costs (e.g., profit, fringe benefits, salary, indirect rates), personnel and facility security clearance up to the Secret level, and the contract access fee (CAF). When calculating each unit price, the CAF shall be applied last.

12.2. Order rates shall not exceed the basic contract ceiling rates. Although basic contract ceiling rates resulted from competition, <u>it is anticipated that task order competition (fair opportunity orders) or negotiation (directed orders) may result in even more competitive pricing than the basic contract ceiling rates.</u> The OCO is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price for the task order is reasonable in accordance with FAR 15.4, Pricing, and FAR 16.601 Time and Materials Contracts. The Basic Contract ceiling rates are very useful pricing references for OCOs to incorporate into their price analysis document.

12.3. The OCO is authorized to establish different fully loaded Order rates suited to meet foreign area requirements and for work requiring personnel and facility security clearance higher than Secret, and for determining fair and reasonable pricing for such work in accordance with FAR 15.4, Pricing, and FAR 16.601 Time and Materials

Contracts. Contractors shall explain and justify their foreign area and higher than secret security clearance rates in Order quotes and proposals.

12.4. Upon request of the OCO, the Contractor shall provide other than cost or pricing data, to include, a cost element breakdown of each Loaded Hourly Labor Rate, including Profit, in accordance with the Contractor's cost accounting system, as well as any other supporting information the OCO deems necessary.

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

13. MAXIMUM BASIC CONTRACT CEILING AND MINIMUM AWARDEE GUARANTEE

13.1. Pursuant to FAR 16.504(a), the total maximum quantity of all supplies and services under the Basic Contract (for all awardees combined) shall not exceed $22 Billion, including the Option.

13.2. The total minimum guarantee under the STARS II GWAC is $250 maximum per awardee. The minimum guarantee shall be considered satisfied when an awardee receives task order work valued over $250. The exercise of the basic contract option period does not re-establish the minimum guarantee. STARS II awardees without $250 or more in task order work have a maximum of 60 calendar days after the expiration of their contract, or termination for the Government's convenience, to request their minimum guarantee in writing from the STARS II Contracting Officer. Termination for cause eliminates the contractor's entitlement to the minimum guarantee.

14. CONTRACT ACCESS FEE (CAF)

14.1. The CAF is 3/4 of one percent (i.e. 0.0075) applied to the total price for contractor performance as billed to the Government.

14.2. Contract Access Fee (CAF) Formula

Calculations, Assumptions & Definitions:

Embedded Charges – Contract Line Items Numbers (CLIN) that have the CAF embedded in contractor labor rates and/or other charges to the contract. All charges are considered loaded except for a separate CAF CLIN, if any

B = CAF Rate for the Contract set by GSA noted in the Contract, e.g., 0.75 percent (a constant rate)

C = Embedded charges, e.g., $500,000.00 value in CLIN

FORMULA (Use for Embedded Charged CLINs): $ CAF = (C/1+B)*(B)

Example: ($500,000.00/1.0075) * (0.0075) = <u>$3,722.08 CAF</u>

14.3. Contractors must include estimated CAF on all Order quotes and proposals, regardless of Order type.

14.4. OCOs may require contractors to include CAF as a separate line item on Orders if required by customer agency policy.

14.5. Contractors are responsible for collecting CAF from ordering agencies and for remitting CAF to GSA in accordance with contract requirements.

15. TRAVEL PRICING (ALL ORDER TYPES)

15.1. If authorized in the task order, travel will be reimbursed at actual direct cost in accordance with the limitations set forth in FAR 31.205-46. No indirect costs or profit are allowed for travel.

15.2. Travel will typically be a separate not-to-exceed on orders.

16. LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA)

16.1. The Basic Contract's labor categories are considered bona fide executive, administrative, professional labor and generally exempt from the SCA if used to perform professional IT services, and not more mundane work.

16.2. To the extent that any labor is subject to the SCA and within scope of an Order and the Basic Contract, the OCO must identify such work under a separate CLIN and apply wages in accordance with FAR 22.10, Service Contract Act Wage Determinations.

16.3. The Basic Contract does not include all applicable flow-down clauses for labor categories subject to the Service Contract Act. Each Order must be tailored to include the appropriate clauses.

17. LABOR SUBJECT TO THE DAVIS BACON ACT

17.1. To the extent construction, alteration and repair are subject to the Davis Bacon Act and within scope of an Order and the Basic Contract, the OCO must identify such work under a separate CLIN on the Order and apply wages in accordance with FAR 22.4, Davis Bacon Act Wage Determinations.

17.2. Any construction, alteration and repair shall be firm fixed price, even if other aspects of the Order are another Order type/Contract terms. It is recognized that modifications to construction line items may not initially be fixed price as the Government works through a change order and/or modification process. In such situations the FAR instructs that such work should be fully definitized as soon as practicable, and certainly before closeout.

17.3. The Basic Contract does not include all applicable flow-down clauses for labor categories subject to the Davis Bacon Act. Each Order must be tailored to include the appropriate clauses. FAR Part 36, or authorized customer agency supplement, is a

primary reference for construction contracting regulations.

17.4. Construction contracting is a highly specialized area. OCOs considering including construction contracting as part of an IT services-based solution are reminded of their obligations under FAR 1.602-2.

18. FOREIGN WORK AREAS

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

18.2. Non-foreign area means the States of Alaska and Hawaii, the Commonwealths of Puerto Rico, Guam and the Northern Mariana Islands and the territories and possessions of the United States (excludes the Trust Territories of the Pacific Islands).

18.3. Foreign area means any area, including the Trust Territories of the Pacific Islands, situated both outside CONUS and the non-foreign areas.

18.4. It is anticipated that there may be Orders for work in foreign areas. The Department of State Standardized Regulations (DSSR) addresses foreign area allowances and benefits for U.S. Government civilians. The U.S. Department of State's Bureau of Administration, Office of Allowances, (http://www.state.gov/m/a/als/), publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances. OCOs are authorized to select a foreign area pricing approach consistent with the DSSR that is tailored to their order requirements. If a task order RFQ/RFP includes foreign area work and the OCO has not identified a preferred foreign area pricing approach, contractors may include a foreign area pricing approach consistent with the DSSR and shall explain and justify it in their task order quote/proposal, and OCOs shall determine if the approach results in a fair and reasonable prices in accordance with the DSSR, FAR 15.4, and the subparts of FAR 16 authorized by the basic contract which are associated with the instant order solicitation and resulting order. Upon request of the OCO, the Contractor shall provide other than cost or pricing data to support their proposal(s).

18.5. The Basic Contract does not include all applicable clauses for foreign area work. Each Order RFQ/RFP, and resulting Order, must be tailored to include appropriate clauses.

18.6. Foreign area contracting is highly specialized. OCOs considering foreign area contracting are reminded of their obligations under FAR 1.602-2.

19. BASIC CONTRACT OPTION PERIOD (BOP) PRICING

19.1. Pricing for the BOP will be based on the ceiling rates each offeror proposes for Basic Contract Year five. The fifth-year rates will be extrapolated out to years six through ten automatically by the Government for proposal evaluation purposes.

19.2. The actual ceiling rates for the BOP will be determined by escalating the proposed year five ceiling rates utilizing the latest methodology and basis for the Bureau of Labor Statistics (BLS) Employment Cost Index (ECI). The ECI for "Professional, Scientific, and Technical Occupations" will be controlling. A simple "percentage" method will be used.

19.3. The Government does not intend to perform re-determinations or apply escalated rates retroactively to Orders. The escalation will not apply to awarded orders in place before the BOP, even if they cross the time frame covered by the BOP, unless they specifically definitize its inclusion. Orders awarded before the BOP occurs and crossing the time frame covered by the BOP may include an order-specific escalation methodology for out-year pricing.

19.4. The specific ECI used as the basis for adjustment for the BOP CEILING RATES IS TITLED "wages and salaries (NOT SEASONALLY ADJUSTED)" Employment Cost Index for wages and salaries, private industry workers, by industry and occupational group."

19.5. The BOP escalation adjustment will be calculated three months prior to the BOP, using the latest ECI information available at that time (providing GSA a three-month window to prepare the escalation documentation) and implemented at the beginning of the BOP (basic contract year six), if exercised. The Government intends to use the average of the five previous full years of ECI data to make a one-time contract escalation. This escalation will be applied one time to years six through ten ceiling rates – and those ceiling rates will remain constant thereafter.

19.6. The calculated escalation rate will be applied consecutively for basic contract years six through ten. This means that the escalation rate will have compounding effect for years six through ten. As a result, each year of the BOP will have separate pricing.

19.7. In the event GSA implements clause 52.217-8, the escalation methodology described above will be applied. Performance continuation extends the contract ordering period, not the period of performance.

II. BASIC CONTRACT SCOPE

1. GENERAL

1.1. The Basic Contract will provide Federal government agencies (see GSA ADM 4800.2H for a list of eligible customer agencies) with IT services and IT services-based solutions from 8(a) certified firms on a global basis. In addition to IT services, IT services-based solutions are comprised of a range of ancillary support, but maintain focus on IT services-based outcomes.

1.2. The scope of the contract will be based on four Functional Areas (FAs), each grounded in one of four NAICS codes and their respective definitions. A prospective task order for IT services or an IT services-based solution should be vetted with the NAICS code from the complete NAICS system that, in the judgment of the customer agency, is most closely connected with/that best prospectively fits the IT services-based outcome. If the best-fit NAICS code is one of the four listed below, it is a STARS II candidate opportunity in the respective FA. The Small Business GWAC Center can assist OCOs in making NAICS and FA selections.

FA1: NAICS 541511 - Custom Computer Programming Services
FA2: NAICS 541512 - Computer Systems Design Services
FA3: NAICS 541513 - Computer Facilities Management Services
FA4: NAICS 541519 - Other Computer Related Service

1.3. The basic contract scope structure includes two levels, known as Constellations. Constellation I is the basic level in which contractors must demonstrate technical proficiency and offer competitive prices. Constellation II contractors must possess one or more of the following credentials, demonstrate technical proficiency and offer competitive prices.

ISO 9001:2000
ISO 9001:2008
CMMI Level II (or higher) – DEV
CMMI Level II (or higher) – SVC

1.4. If the work fits in a FA and a customer requires one of the designated credentials, it is a Constellation II opportunity in that FA; otherwise it is a Constellation I opportunity in that FA.

1.5. A potential task order's scope may include project management associated with the IT service outcomes.

8(a) STARS II Scope Structure

Constellation and Functional Area Taxonomy	FA1 NAICS 541511	FA2 NAICS 541512	FA3 NAICS 541513	FA4 NAICS 541519
Constellation I Technical Proficiency and Competitive Prices	X	X	X	X
Constellation II ISO 9001:2000 or ISO 9001:2008 or CMMI Level II (or higher) - DEV or CMMI Level II (or higher) – SEV **with** Technical Proficiency and Competitive Prices	X	X	X	X

2. INFORMATION TECHNOLOGY DEFINED

2.1. Please refer to FAR 2.101 for the definition of Information Technology (www.arnet.gov).

3. FUNCTIONAL AREA DESCRIPTIONS

3.1. The information below is based on the 2007 NAICS code definitions which can be found on the U.S. Census website (www.census.gov), while their associated small business size standards may be found on SBA's website (www.sba.gov/size).

3.2. For each FA, the work examples in the bulleted list under each NAICS code description are representative, not all inclusive.

FA1: 541511- CUSTOM COMPUTER PROGRAMMING SERVICES

This U.S. industry comprises establishments primarily engaged in writing, modifying, testing, and supporting software to meet the needs of a particular customer.

Custom computer applications software programming services
Custom computer program or software development
Custom computer programming services

Custom computer software analysis and design services
Custom computer software programming services
Custom computer software support services Web (i.e. Internet) page design services, custom

FA2: 541512- COMPUTER SYSTEMS DESIGN SERVICES

This U.S. industry comprises establishments primarily engaged in planning and designing computer systems that integrate computer hardware, software, and communication technologies. The hardware and software components of the system may be provided by this establishment or company as part of integrated services or may be provided by third parties or vendors. These establishments often install the system and train and support users of the system.

CAD (computer-aided design) systems integration design services
CAE (computer-aided engineering) systems integration design
CAM (computer-aided manufacturing) systems integration design
Computer hardware consulting services or consultants
Computer software consulting services or consultants
Computer systems integration analysis and design services
Computer systems integration design consulting services
Computer integrator services
Information management computer systems integration design services
Local Area Network (LAN) computer systems integration design services
Computer network systems design services
Office automation computer systems integration design services

FA3: NAICS 541513- COMPUTER FACILITIES MANAGEMENT SERVICES

This U.S. industry comprises establishments primarily engaged in providing on- site management and operation of clients computer systems and/or data processing facilities. Establishments providing computer systems or data processing facilities support services are included in this industry.

Computer systems facilities management and operation services
Data processing facilities management and operation services
Computer systems or data processing facilities management and operation services
Computer systems or data process facilities support services

FA4: NAICS 541519- OTHER COMPUTER RELATED SERVICES

This U.S. industry comprises establishments primarily engaged in providing computer related services (except custom programming, systems integration design, and facilities

management services). Establishments providing computer disaster recovery services or software installation services are included in this industry.

Computer disaster recovery services
Computer software installation services

4. IT SERVICES-BASED SOLUTIONS

4.1. IT services-based solutions may include work that, on its own, might not be considered IT. That work is characterized as "Ancillary Support". Ancillary Support can be structured in Orders consistent with the overall Order type, or as part of a hybrid Order type approach, consistent with the Pricing section guidance. OCOs clearly express the desired Order type(s) for Ancillary Support in Order RFQs and RFPs, and resulting Orders.

4.2. Ancillary Support can be categorized as Ancillary Services and Ancillary Equipment, as shown below:

Ancillary Services (i.e. clerical support; training; construction, alteration and repair; telecommunications/wireless transport, additional labor categories, etc.) must be integral and necessary for the IT services- based solution
Ancillary Equipment (hardware, software, software licenses, racks, mounts; etc.) may be purchased if integral and necessary for the IT services-based solution.

5. ANCILLARY TELECOMMUNCIATIONS/WIRELESS

5.1. Telecommunications, wireless, and satellite products and services may be purchased as part of an overall IT services-based solution. The sole purpose of a requirement may not be for a commodity (e.g. land mobile radios) or transport services or wireless connectivity.

6. ADDITIONAL LABOR CATEGORIES FOR T&M AND LH ORDERS

6.1. The existing T&M and LH labor categories on STARS II are very robust, and were written without minimum education and experience requirements consistent with FAR 39.104, preferring instead to focus on competencies and responsibilities. OCOs may consider additional labor categories for T&M and LH Orders when deemed necessary to provide IT services or an IT services-based solution. OCOs should perform due diligence in determining if a STARS II contractor's opinion that unique labor categories are required/that existing STARS II labor categories don't suffice is meritorious before considering additional T&M or LH labor categories. 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 Basic Contract labor category. The OCO will negotiate a fair and reasonable labor rate with the Contractor for the applicable

Order consistent with the Order type, or as part of a hybrid Order type approach, consistent with the Pricing section guidance.

6.2. The OCO shall vet additional labor categories with SCA and DB considerations, and, where applicable, address SCA and DB requirements consistent with the Pricing section guidance.

III. CONTRACT ADMINISTRATION

1. GENERAL

1.1. This section provides guidance regarding contract administration for the Basic Contract, and where applicable, for each Order placed under the Basic Contract. Additional contract administration requirements may be specified in each Order. Costs associated with these requirements shall not be billed as a direct cost to the Government.

2. AUTHORIZED USERS

2.1. Pursuant to FAR 16.504(a)(4)(vi), only authorized users may place Orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR 2.1) in good standing must have an appropriate signed delegation of procurement authority (DPA) from the Administrative Contracting Officer (ACO). For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

2.2. This Basic Contract is for use by all Federal agencies, authorized Federal contractors, and others as listed in GSA OGP 4800.2I, Eligibility to Use GSA Sources of Supply and Services (July 19 2016), as modified from time to time.

3. ROLES AND RESPONSIBILITIES

3.1. This section describes the roles and responsibilities of Government personnel after Basic Contract award. The Government may modify the roles and responsibilities at any time during the period of performance of the Basic Contract.

4. PROCURING CONTRACTING OFFICER (PCO)

4.1. The PCO is the sole and exclusive government official with actual authority to award the Basic Contract. After award of the Basic Contract, the PCO may delegate any or all of the contract administration functions, described in FAR 42.302, to an Administrative Contracting Officer.

4.2. 4.2 The Small Business GWAC Center reserves the right to assign multiple PCOs to this contract each empowered with the same duties and authority.

5. ADMINISTRATIVE CONTRACTING OFFICER (ACO)

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

6. ORDERING CONTRACTING OFFICER (OCO)

6.1. Only an authorized user, who is a delegated OCO, may place and administer an Order under the Basic Contract. Upon request, the OCO for any specific Order may provide a copy of the applicable DPA.

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

7. CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

7.1. The OCO for each Order may designate a Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR) to provide certain assistance to the OCO for that Order. The specific rights and responsibilities of the COR or COTR for each 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.

8. INDUSTRIAL OPERATIONS ANALYST (IOA)

8.1. The Industrial Operations Analyst (IOA) is authorized to examine records and to conduct Contractor Assistance Visits (CAVs) to the Contractor's place of business to assist Contractors with Order reporting and CAF management issues, and other general contract administration functions as deemed appropriate and necessary by the Government.

9. MARKETING

9.1. Contractors shall develop company specific 8(a) STARS II GWAC brochures for distribution at trade shows, conferences, seminars, etc. All marketing and promotional materials, including information on the contractor webpage must be approved by the ACO prior to distribution and may be co-branded with marks owned or licensed by the Contractor and GSA, as long as they comply with GSA Star Mark guidelines which can be found at www.gsa.gov/logos.

9.2. Contractors shall develop and distribute printed materials to enhance awareness of the 8(a) STARS II Contract. Contractors shall participate in various conferences and trade shows hosted by GSA to facilitate outreach efforts for federal agency customers and to aid in the marketing of 8(a) STARS II.

10. ORDER LEVEL PROTEST

10.1. In accordance with National Defense Authorization Act (NDAA) 2012, no protest under $10,000,000 is authorized in connection with the issuance or proposed issuance of an order under a Task-Order Contract or Delivery-Order Contract, except for a protest on the grounds that the order increases the scope, period of performance, or maximum

value of the Contract consistent with FAR 16.505(a)(10) that predates NDAA 2012.

10.2. In accordance with the NDAA 2012, the Comptroller General of the United States has exclusive jurisdiction over any protests greater than $10,000,000.

11. OMBUDSMAN

11.1. In accordance with FAR 16.5 and associated FAR and GSAM clauses, 52.216-32 and 552.216-76 respectively, disputes related to matters affecting order award may be directed to the designated Ombudsman.

12. MEETINGS AND CONFERENCES

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

13. BASIC CONTRACT POST-AWARD ORIENTATION

13.1. The Contractor shall participate in a Basic Contract post-award orientation at a time and place to be determined by the PCO.

14. CONTRACTOR PERFORMANCE SYSTEM

14.1. Past performance evaluations for task orders will typically reside in the Past Performance Information Retrieval System (PPIRS). Ordering contracting officers complete order-specific past performance records and all engagements pertaining to such records are between the respective OCO and performing industry partner.

14.2. Contractors are required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the customer agency policy. Contractor “view” access to PPIRS is gained through the System for Award Management (SAM) (www.sam.gov) process. Contractors must be registered in SAM and must have created a Marketing Partner Identification Number (MPIN) in the SAM profile to access their PPIRS information.

15. SUBCONTRACTING CONSIDERATIONS

15.1. There are two related considerations that take center stage. The first is the Limitations on Subcontracting, and the second is what is known as Pass Throughs. All STARS II prime contractors are responsible for managing the workload mix being performed under their contract(s) and Orders.

15.2. In accordance with the 13 CFR 125.6, and associated FAR Clause 52.219- 14, a small business concern contracting for services will perform at least 50 percent of cost of the contract incurred for personnel with its own employees. Similarly, STARS II prime contractors are expected to perform a meaningful amount of work/add significant readily-identifiable value on each Order to prevent pass-through situations. This is an area of increasing regulation, as evidenced by the DoD interim rule for pass throughs cited in GAO report GAO-08-269, January 25, 2008, and as identified in Section 866 of the Duncan Hunter National Defense Authorization Act of 2009, P.L. 110-417 ("DHNDAA" or "NDAA 2009").

15.3. It is a best practice for OCOs to require industry partners to disclose the amount of work they intend to perform with their own resources in Order RFQs and RFPs. OCOs may require Order invoice level subcontracting reporting should they wish to monitor these matters closely during Order performance. A good rule of thumb at the Order level is for the small business prime contractor to be expected to perform approximately 50% or more of the work itself, or to follow specific customer agency standards (such as those promulgated in DoD's interim rule cited above).

15.4. It is reasonable and routine that on larger tasks small business prime contractors may manage capacity building through subcontracting with other small business firms and other than small business firms to provide scalability in the early stages of performance. It is reasonable to consider the total prospective life cycle of an order, including option periods, when evaluating how much work the prime plans to perform for a given task order. OCOs may request a well-defined plan from 8(a) prime contractors to facilitate this review, and may qualitatively evaluate such plans during task order source selection if they establish that in their task order solicitations.

15.5. Consent to subcontract pursuant to FAR 44.2 is applicable on an ad hoc basis at the Order level. OCOs may require subcontractor responsibility determinations of prospective subcontractors per FAR 9.103 and 9.104-1. Consent to subcontract is not required at the Basic Contract level.

16. SUBCONTRACT REPORTING

16.1. Prime contractors shall follow the subcontracting reporting process established for 8(a) certified firms at 13 CFR 124.510. Contractors shall maintain up-to-date records concerning subcontracting costs and enter said data in the Contract Payment and Reporting Module (CPRM) of GSA ASSIST no later than 30 calendar days after each six-month reporting period (RP).

16.1.1 Subcontracting reporting periods for Stars II are as follows:

1. NTP through 31 Dec 2011
2. Semi-annually each calendar year on 30 Jun and 31 Dec

16.2. Each STARS II industry partner is required to submit subcontracting data semi-annually in the CPRM of GSA ASSIST (http://portal.fas.gsa.gov) as stated in paragraph 16.1 above. This reporting is a mandatory requirement of the contract. An industry partner's failure to comply with this obligation will result in corrective action, i.e., performance improvement plan, option not exercised, and possible contract termination.

16.3. A negative report is required when there is no activity or no subcontracting in the preceding six months. To satisfy the negative report requirement, send an email to the STARS II SB GWAC email address at s2@gsa.gov with a statement of "NO ACTIVITY TO REPORT FOR THIS REPORTING PERIOD". The negative report submitted should contain the contractor's contract number and report period in the email subject line.

16.4. Contract options for contractors not in full compliance with FAR 52.219-14 may not be exercised. Willful failure or refusal to furnish the required reports, or gross negligence in managing the subcontracting limitation, or falsification of reports constitutes sufficient grounds to terminate the Contractor for Cause.

16.5. STARS II includes a limitation in subcontracting requirement in accordance with FAR 52.219-14, Limitations in Subcontracting (13 CFR 125.6). In accordance with the 13 CFR 125.6, the small business prime must perform a minimum of 50% of the applicable personnel costs for the combined total of all task orders issued to date at six month intervals (13 CFR 124.510(c)).

17. ORDERING PROCEDURES

17.1. Any services, and ancillary services or equipment, to be furnished under this contract will be ordered by issuance of written orders. Oral orders are not authorized. An order specifies and authorized the work to be performed by the Contractor. The order will include pricing and a statement of work. All orders must cite the primary NAICS code and the appropriate FA. Orders may only be issued from date of contractor notice to proceed through contract expiration.

17.2. Ordering procedures must comply with the following:

(a) FAR 19.8 for directed orders or FAR 16.505 (for DoD customer agencies refer to DFARS 216.505-70) for orders subject to fair opportunity to be considered;
(b) Orders are not exempt from the development of acquisition plans (see FAR 7.1), and an information technology acquisition strategy; (see FAR 39). OCOs follow customer agency processes for planning and funding the order requirements, gaining any necessary approvals and documenting the procurement

(c) The OCO shall include the evaluation procedures in task order solicitations and establish the time frame for responding to task order solicitations, giving Offerors a reasonable proposal preparation time while taking into account the unique requirements and circumstances of the effort;
(d) Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Basic Contract;
(e) Contractor due diligence, preparation, presentation, and discussion of the Offeror's proposal in response to a task order solicitation will be at no direct cost to the Government; and
(f) All Orders placed under the Basic Contract are subject to the terms and conditions of the Basic Contract at time of order award. In the event of any conflict between the Order and the Basic Contract, the Basic Contract will take precedence.

18. FAIR OPPORTUNITY

18.1. OCOs must follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2) with issuing a task order that exceeds the 8(a) competition threshold. DoD guidance on the above is contained at DFARS 216.505-70.

18.2. FAR 16.505(b)(1) provides that each contractor shall be given a Fair Opportunity to be considered for each order exceeding the 8(a) competition threshold. The method to obtain fair opportunity is at the discretion of the OCO, and it must be documented. The OCO is responsible for completing and documenting price reasonableness according order type(s).

18.3. In accordance with the National Defense Authorization Act (NDAA) of 2008, for task or delivery orders in excess of **$5,000,000**, the contracting agency's obligation to provide "a fair opportunity to be considered" is not met unless "all contractors" are provided the following (at a minimum):

1) a notice of the order that includes a clear statement of the agency's requirements
2) a reasonable period of time to provide a proposal in response to the notice
3) disclosure of the significant factors and subfactors, including cost or price, which the agency expects to consider in evaluating such proposals, and their relative importance
4) in the case of an award that is to be made on a best-value basis, a written statement documenting the basis for the award and the relative importance of quality and price or cost factors; and
5) an opportunity for a post-award debriefing if timely requested

18.4. The Government may disseminate RFI/RFQ/RFPs via e-mail, facsimile, GSA's e-Buy at www.gsa.gov/ebuy, commercial mail carrier or other electronic means as prescribed by the OCO's agency. Solicitation synopsis in FedBizOpps is not required or recommended under indefinite-delivery contracts. The use of any one of the preceding mediums to broadcast an RFQ/RFP notice to all contract holders satisfies the Fair Opportunity to be considered notification requirement.

19. CANCELLATION OF REQUIREMENT

19.1. Canceling a task order solicitation is at the discretion of the OCO and may be necessary when:

(a) Services are no longer required, or are significantly changed;
(b) All offers received are at unreasonable prices, or only one offer is received and the contracting officer cannot determine the reasonableness of the price; or
(c) For other reasons, cancellation is clearly in the government's interest.

20. DIRECTED ORDERS

20.1. In accordance with Section 8(a) of the Small Business Act and FAR 19.8, Orders may be awarded on a directed, a/k/a sole source, basis up to the 8(a) competition threshold based on the contractor's self-marketing efforts or past performance. The OCO shall make a determination of price reasonableness and have the authority to make award decisions for each order.

21. ORDER INFORMATION

21.1. 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) if requested by the OCO; Fixed Price, or Ceiling Price
(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.

22. REPORTING TRANSACTIONAL DATA AND CAF REMITTANCE

22.1. The following defines the transactional data reporting requirements and CAF remittance under the Basic Contract. All reporting data shall be reported using the

Contract Payment and Reporting Module (CPRM) in GSA ASSIST, which can be accessed at http://portal.fas.gsa.gov. Further instruction and definitions for each data element, which is required to be reported, can be found within the CPRM via the hover text and/or Contractor training video.

22.2. The types of reporting data required are as follows:

(1) Order Award/Modification Data
(2) Invoice Data
(3) Zero Invoice Data
(4) CAF Payment Data

22.3. Order Award/Modification Data – The contractor shall report all Orders and modifications in the AAS Business System Portal (ASSIST) by the 15th day of the month following the award.

Order / Mod Signed Date	Report in CPRM by Date
January 1-31	February 15
February 1-28 (29)	March 15
March 1-31	April 15
April 1-30	May 15
May 1-31	June 15
June 1-30	July 15
July 1-31	August 15
August 1-31	September 15
September 1-30	October 15
October 1-31	November 15
November 1-30	December 15
December 1-31	January 15

Data includes, but is not limited to:

(1) Contractor Name
(2) Basic Contract Number
(3) Order Number
(4) Award/Modification Date
(5) Award/Modification Total Estimated Value
(6) Award/Modification Obligated Amount
(7) Period of Performance
(8) Order Type(s)
(9) Issuing OCO
(10) Customer Agency
(11) Performance-based (Yes/No)
(12) Use of non-standard/specialized labor categories
(13) Attach a copy of the award/modification document

22.3.1 Order award and modification data issued by the GSA Assisted Acquisition Service (AAS) through the GSA ASSIST system will automatically populate into the Contract Payment and Reporting Module.

22.4. Invoice Data – The contractor shall report purchase data from each paid invoice within 30 calendar days after the end of the reporting quarter. Basically, at the time the invoice is reported, a CAF payment must be made. It is essential that the contractor submit CAF payments based on reported invoice data. (Refer to CAF Payment Data) Invoice data includes, but is not limited to:

(1) Contractor Invoice Number
(2) Remit or Paid Date (Note: This is not the report date)
(3) Itemized Charges categorized as follows:
(a) Fixed Price (fixed price task orders only)
(b) On-Site and Off-Site Labor Categories for Time & Material (T&M) or Labor Hour (LH) only (including labor categories added at the TO level / not already identified in the STARS II Pricing Tool)
(c) Fully-burdened Hourly Labor Rates, units of measure and quantity (time & material and labor hour task orders only)
(d) Materials (time & material task orders only)
(e) Travel as applicable as a unit
(f) Other Direct Costs (ODCs) as applicable

Note: Hybrid blends, e.g., fixed price/time & material, should report those items above as it relates to each of the respective task order types.

Note: ODCs, for the purposes of reporting in the CPRM are hereby defined as all items stated in FAR 52.232-7 paragraph (b).

22.4.1 Zero Invoice Data: "For all active Task Orders, if no invoice was submitted to the customer and was accepted during a required reporting period for a specific task order, the contractor shall report zero dollars ($0) in the "Zero Invoice Data" screen located in the CPRM system for that particular task order.

22.5. The Contractor shall accept payment of invoices via EFT. Invoice submission information shall be contained in each individual Order. Payment of invoices will be made by the payment office designated in each individual Order.

22.5.1 Zero Invoice Data – For all Active Task Orders, if no Invoice Data was remitted to or paid during a report period for a specific task order, the contractor shall report in the "Zero Invoice Data" screen located in the CPRM system for that particular task order within 30 calendar days after each report quarter.

22.6. CAF Payment Data – The contractor shall report all CAF payments, in the CPRM within the GSA ASSIST (http://portal.fas.gsa.gov) system within 30 calendar days after the end of the report quarter in which the invoice was remitted to or paid by the Customer. It is essential that the contractor submit CAF payments based on reported

invoice data. Additionally, if CAF payment adjustments are made, the contractor must adjust CAF payment data AND invoice data in the CPRM to ensure that they reconcile. (Refer to Invoice Data)

CAF payment data includes, but is not limited to:

(1) Total Remitted CAF Amount
(2) CAF Remit Date
(3) Voucher Number (Payment Tracking ID)
(4) Allocated amount applied to each Task Order Number (for the reported payment)

22.6.1 Reporting periods shall be based on calendar year, quarterly reporting.

Reporting period:	Report Due Date:
1st Quarter 01 Jan – 31 Mar	30 Apr
2nd Quarter 01 Apr – 30 Jun	30 Jul
3rd Quarter 01 Jul – 30 Sep	30 Oct
4th Quarter 01 Oct – 31 Dec	30 Jan

22.7. The Contract Access Fee (CAF) is a required GSA fee that reimburses GSA for the cost of operating the 8(a) STARS II GWAC. It is currently fixed at 3/4 of one percent (i.e. 0.0075). This fee shall never be treated as a negotiable element between the contractor and ordering agency. CAF shall be applied to the total price for contractor performance as billed to the Government.

22.8. The CAF formula is calculated by the CAF reporting system. Manual calculations may result in CAF overpayment. The CAF reporting system total CAF owed amount is the amount that shall be paid and reported.

22.9. 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.

22.10. Contractors shall remit the CAF to GSA in U.S. dollars within 30 calendar days after each report quarter for all invoices either remitted to or paid by the customer (select one and continue utilizing that method). Contractors may consolidate the quarterly CAF owed into one payment for 8(a) STARS II task orders. CAF payments shall not be combined with another GWAC, Schedule, or other GSA contract.

22.11. CAF payments are to be remitted via the CPRM system using pay.gov secure electronic system.

GSA FAS reserves the right to unilaterally change such instructions as necessary, following notification to the Contractor.

22.12. Failure to remit the CAF in a timely manner will constitute a Basic Contract debt to the United States Government under the terms of FAR 32.6.

23. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

23.1. In accordance with FAR 52.204-25 and GSAR 552.204-70, STARS II IPs will submit the representation required by FAR 52.204-24 no later than September 25, 2019 and represent annually on the anniversary of the basic contract award (August 30). The annual representation will be submitted via email to the STARS II PCO at S2@gsa.gov and include the following in the subject line: Annual GSAR 552.204-70 representation and the STARS II Contract number.

24. STARS II CONTROL NUMBER (CN) REQUIREMENT

24.1. Effective when the STARS II GWAC reaches $20B (published on the STARS II website - www.gsa.gov/8aSTARS2) in total estimated sales, STARS II prime contractors **shall not** accept any task order awards that **do not** have a GSA issued STARS II control number (CN) on the award document. The CN shall be reported in the task order record in the CPRM.

25. BASIC CONTRACT SIZE RE-REPRESENTATION

25.1. GSA intends to implement FAR 52.219-28 and the associated regulatory framework (SBA Final Rule 11/15/2006, FAR Final Rule 4/20/2009.) Accordingly, there are numerous scenarios to consider. For example, if a firm is no longer small as a result of organic growth as an 8(a) company and has not undergone a merger or acquisition, with or without a novation, GSA would consider allowing the firm to retain their STARS II contract pursuant to the 8(a) program framework which permits this.

25.2. A second example is if a firm has been through a merger or acquisition with a non-8(a) organization, with or without a novation, and is no longer a small business concern. That firm has responsibilities to coordinate with the SBA regarding continued 8(a) eligibility. In such an instance, GSA would request SBA to render an 8(a) eligibility determination for the new organization. SBA's determination would determine continued eligibility under STARS II.

26. ORDER SIZE RE-REPRESENTATION

26.1. OCOs have the discretion to require a re-representation of the prime contractor's size status as a condition of order award. Mere inclusion of a NAICS code in a task order solicitation does not amount to an order-level size re- representation. It is commonplace for a NAICS code and size standard to be listed in a task order solicitation and that doesn't explicitly indicate that an order level size re-representation is a solicitation requirement. If an OCO intends to require an order level size re-representation as a condition of order award, they should explicitly make that assertion in the task order solicitation and use the OSR template found in the STARS II Ordering Guide. STARS II prime contractors encountering a NAICS code and size standard in a task order solicitation should ask the OCO to clarify their intent.

27. DELEGATION OF PROCUREMENT AUTHORITY

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

27.2. The OCO training and written delegation requirement are beneficial because they provide a clear set of roles and responsibilities between the Basic Contract Contracting Officer(s) and OCOs, making it good 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).

27.3. 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.

27.4. 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 STARS II DPA.

28. SYSTEMS INFORMATION MONITORING

28.1. It is the responsibility of each STARS II Industry partner, to regularly review the STARS II website (www.gsa.gov/8astars2) to verify the accuracy of their contract's point of contact information. Tasks may be competed using any channel that provides fair opportunity (including e-mail). Channels/Systems such as GSA ASSIST, e-Buy, agency systems, and the STARS II Vendor Contact Spreadsheet may be used. Industry partners shall maintain their registrations and accounts in the various systems identified by GSA as "fair opportunity channels", and should diligently monitor them for opportunities.

29. ORDER CLOSE-OUT

29.1. The OCO is responsible for closing out individual Orders under the Basic Contract. The Contractor agrees to cooperate with the OCO to close out Orders as soon as practical after expiration, cancellation or termination of each Order.

29.2. Order close-out will be accomplished within the guidelines set forth in: FAR Part 4 Administrative Matters and FAR Part 42 Contract Administration and Audit Services.

IV. CONTRACT REQUIREMENTS

1. CONTRACT MANAGER

1.1. The Contractor shall identify the person selected to fill the role of the Contractor's Contract Manager for the Basic Contract. This individual shall represent the Contractor as a point-of-contact for the ACO to help resolve issues and perform other functions that may arise relating to the Basic Contract and Orders under the Basic Contract. The Contractor shall ensure that the ACO has current point-of-contact information for the Contract Manager. All costs associated with the Contract Manager shall be at no direct cost to the Government.

1.2. The Contractor's corporate management structure shall guarantee senior, high-level, program management of the STARS II GWAC. The Contract Manager duties include, but are not limited to:

(a) Advising and assisting STARS II customers regarding the technical scope of the Basic Contract and the overall attributes of the STARS II GWAC;
(b) Providing all reporting information required under the Basic Contract accurately, thoroughly and timely;
(c) Resolving issues related to Order performance under the Basic Contract;
(d) Attending meetings and conferences as necessary; and
(e) Establishing a contractor group email account for 8(a) STARS II contract communications.
(f) Maintain contract point of contact information in the CPRM to support the use of 'system-generated' email messages regarding task order reporting matters.

2. CONTRACTOR TRAINING

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

3. GOVERNMENT PROPERTY

3.1. 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 for providing Government property to Contractors, Contractors' use and management of Government property, and reporting redistributing and disposing of Contractor inventory.

4. LEASING OF REAL AND PERSONAL PROPERTY

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

4.2. Also see related material in the Pricing Section.

5. PERMITS

5.1. 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 Basic Contract.

6. SECURITY CONSIDERATIONS

6.1. Security requirements will be dictated by agency specific requirements, specified on individual Orders. Examples of such requirements are The Office of Management and Budget (OMB) Circular A-130, The Federal Information Security Management Act (FISMA), NIST FIPS PUB 140-2 Security Requirements for Cryptographic Modules, the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP), and the National Information Assurance Certification and Accreditation Process (NIACAP) NSTISSI-1000. The basic contract's pre-established labor categories and associated ceiling prices cover work at the Secret level.

7. HOMELAND SECURITY PRESIDENTIAL DIRECTIVES-12 (HSPD-12)

7.1. The Contractor shall comply with agency personal identity verification procedures identified in individual Orders that implement Homeland Security Presidential Directives-12 (HSPD-12); OMB guidance M-05-24; Federal Information Processing Standards

Publication (FIPS PUB) number 201; and GSA HSPD-12, Personal Identity Verification-I, Standard Operating Procedure (SOP). The basic contract's pre-established labor categories and associated ceiling prices cover work at the Secret level, which may obviate the need for additional HSPD-12 coverage and/or expense – a matter OCOs can determine for each task order opportunity.

7.2. 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.

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

8. INFORMATION ASSURANCE (IA)

8.1. Information Assurance (IA) capabilities and actions protect and defend network availability, protect data integrity and provide the ability to implement effective computer network defense. As stipulated in individual Orders, the Contractor shall provide cost effective, timely and proactive IA measures and controls including any required documentation. Corrective actions shall be established and implemented to mitigate risks before exploitation and to protect against vulnerabilities and threats once they have been identified. Innovative approaches and best business practices are to be established and utilized for information system security. In addition to HSPD-12, the Contractor shall comply with agency specific information assurance requirements. These requirements may include, but are not limited to: personnel security clearances/background checks; operations--security risk assessments, vulnerability of management processes and plans, installation/configuration of IA compliance documentation; and defense of the environment-- including hardware & software, the networks, and supporting infrastructure, as dictated by the nature of the information (classified/unclassified) and associated risk.

8.2. The Contractor shall report Foreign Interests at the prime and subcontract levels as required by the individual Order. The contractor shall provide access to the Contractor's facilities, personnel and documents for the purposes of audit or inspection by an authorized Inspector General (IG) or designated security certification activity to ensure appropriate IA practices are in place. Additional IA information is available at http://www.dss.mil/infoas/.

9. SECURITY CLEARANCES

9.1. The basic contract's pre-established labor categories and associated ceiling prices cover work at the Secret level.

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

http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage51.html.

9.3. 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.

10. ORGANIZATIONAL CONFLICT OF INTEREST

10.1. 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.

11. ELECTRONIC PRODUCTS ENVIRONMENTAL ASSESSMENT TOOL

11.1. If electronic hardware is procured in an individual Order under the Basic Contract, GSA encourages Contractors to participate in and to utilize the Electronic Products Environmental Assessment Tool (EPEAT). See related FAR clause 52.223-16, found within FAR clause 52.212-5. EPEAT is a procurement tool designed to help institutional purchasers evaluate, compare, and select desktop computers, laptops, and monitors based upon their environmental attributes as specified in the consensus-based IEEE Standard for the Environmental Assessment of Personal Computer Products (1680).

11.2. On individuals Orders, when products meeting the IEEE Standard are available, additional consideration may be provided by the OCO in the task order solicitation for products meeting EPEAT Silver or EPEAT Gold registration requirements. The Contractor shall be responsible for ensuring equipment meets the latest EPEAT registration requirements before it is delivered. The registration requirements and a list of all equipment meeting the requirements are provided at: www.epeat.net. If EPEAT is applicable on an individual Order, suppliers are required to provide quarterly reports quantifying the number of EPEAT registered products purchased under this contract. The information must be reported in the matrix below, providing the following data for the current quarter, the fiscal year, and the duration of the Order.

	Non-EPEAT Registered Products	Bronze	Silver	Gold
Desktops				
Laptops				
Monitors				

12. ELECTRONIC ACCESS TO CONTRACT

12.1. The Government intends to post and update a non-contractor specific version of the Basic Contract on its STARS II website. The STARS II website will be available to the general public.

13. CONTRACTOR WEBPAGE

13.1. The Contractor shall develop and maintain a current, publicly available webpage accessible via the Internet throughout the period of performance of the Basic Contract and the Contractor's Orders through close-out. The webpage shall be prominently located on the website where other Government contracts are listed. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide world-class professional support services under the Basic Contract. At a minimum, this webpage must include the following items:

(a) Basic Contract number,
(b) contractor DUNS number,
(c) contact information of Contractor's Program Manager,
(d) a link to the GSA STARS II website (gsa.gov/8astars2).

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

14. SECTION 508

14.1. All supplies and services delivered or performed shall comply with the applicable technical provisions of the Access Board found at 36 CFR 1194, parts B, C and D, as amended, or provide equivalent facilitation in order to ensure compliance with Section 508, as applicable. For more information regarding Section 508 compliance, visit www.section508.gov.

15. INSURANCE

15.1. In accordance with FAR 52.228-5, Insurance - Work on a Government Installation, and FAR 52.228-7, Insurance - Liability to Third Persons, insurance policies with the following types and minimum amounts shall be maintained through the Basic Contract and task order(s) period of performance. Proof of insurance shall be furnished to the

OCO upon request:

(a) Worker's Compensation and Employer's Liability, specified at FAR 28.307-2(a) of not less than $100,000 for each occurrence;
(b) General Liability, specified at FAR 28.307-2(b) of not less than $500,000 for each occurrence;
(c) Automobile Liability, specified at FAR 28.307-2(c) of not less than $200,000 per person and $500,000 for each occurrence, and property damage liability insurance of not less than $20,000 for each occurrence;
(d) Aircraft public and passenger liability, specified at FAR 28.307-2(d), when aircraft are used in connection with performing the contract, the OCO shall require aircraft public and passenger liability insurance. Coverage shall be at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater;
(e) Vessel liability, specified at FAR 28.307-2(e), when contract performance involves the use of vessels, the OCO shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

16. OFF RAMP

16.1. To ensure success of the STARS II Program, each STARS II Contractor is expected to participate in the STARS II Ordering process by submitting proposals in response to task order solicitations for which the STARS II Contractor has a reasonable chance for award, to successfully perform the terms of their Orders, and to promptly improve performance should it ever not meet the terms of the Orders. If an STARS II Contractor does not meet these expectations, it is the Government's intent to "off-ramp" the Contractor by:

(a) Permitting such Contractor's STARS II Contract to expire instead of exercising the Option; or
(b) Implementing a termination for convenience (if applicable and only if such action is in the Government's best interest); or
(c) Implementing a termination for cause, if applicable; or
(d) Taking any other action which may be permitted under the STARS II Contract's terms and conditions.

16.2. Prior to exercising the option period, the Contractor will be required to re-represent business size status consistent with FAR 52.219-28 and the associated regulatory framework.

16.3. Constellation II awardees will be required to affirmatively demonstrate that they still maintain an active industry credential (one of those required for initial STARS II contract award) in order to be considered for the option period in Constellation II.

17. MINIMUM CONTRACT SALES

17.1. Contractors awarded a STARS II contract are expected to meet a minimum contract sales (MCS) requirement during the Basic Contract base period. This will promote the success of STARS II by only considering exercising the Basic Contract option period of those awardees that have demonstrated a basic commitment to the STARS II GWAC. The MCS is $100,000 in Order value for each awardee in Constellation I and $250,000 in Order value for each awardee in Constellation II. If a contractor is an awardee in both Constellations, the MCS requirement will be that of Constellation II. If the contractor does not meet the applicable MCS requirement during the Basic Contract base period, the Government simply will not consider exercising the contractor's Basic Contract option period. Again, the Government is prohibited from considering exercising the Basic Contract option period for contractors that fail to promote the success of STARS II by meeting the MCS.

18. ON RAMP

18.1. Consistent with FAR 16.504(c)(1)(ii)(A), the PCO has determined that it is in the Government's best interest that at all times during the term of the Basic Contract, there remain an adequate number of STARS II Contractors eligible to compete for Orders. Over time, the total number of STARS II Contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions, the Government's exercise of the off-ramp process, or other reasons. Recognizing this, GSA intends to periodically review the total number of STARS II Contractors participating in the STARS II Ordering Process and determine whether it would be in the Government's best interest to initiate an open season to add new contractors to the STARS II Basic Contract. This is a discretionary unilateral authority of the Government.

19. OPEN SEASON PROCEDURES

19.1. If GSA determines that it would be in the Government's best interest to open a new solicitation to add new contractors to the STARS II Contract, the STARS II PCO may do so at any time provided that:

(a) The open season solicitation is issued under then-applicable federal procurement law;
(b) The open season solicitation identifies the total approximate number of new awards that the STARS II PCO intends to make. The STARS II PCO may decide to award more or fewer STARS II Contracts than the number anticipated in the solicitation depending upon the overall quality of the offers received;

(c) Any Contractor that meets the eligibility requirements set forth in the open season solicitation submits a proposal in response to the solicitation; however, existing STARS II Contractors may not hold more than one STARS II Basic Contract at any time;
(d) The award decision under any open season solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation;
(e) The terms and conditions of any resulting awards from a open season solicitation are materially identical to the existing version of the Basic Contract;
(f) The term for any such new awards from an open season solicitation is co-terminus with the existing term for all other STARS II Contractors, including the option period (if applicable);
(g) If awarded a STARS II Contract through the open season authority, any new STARS II Contractor is eligible to compete for task orders with the same rights and obligations as any other STARS II Contractor; and
(h) The award of any new STARS II Contract(s) does not increase the overall ceiling of the Basic Contract.

20. TECHNICAL REFRESHMENT

20.1. After contract award, the Government may implement technical refreshment of the scope and/or the labor categories consistent with FAR 52.212-4 in order to improve performance or react to changes in technology.

21. ADDITIONAL FAR AND/OR AGENCY SPECIFIC PROVISIONS AND CLAUSES

21.1. Additional FAR provisions and clauses that are complementary to the existing Basic Contract FAR provisions and clauses may be added at the task order level.

21.2. Provisions and clauses that supplement the FAR, which are prescribed and included in authorized agency acquisition regulations, may be added at the task order level so long as they are not inconsistent with the Basic Contract's terms and do not exceed its scope.

21.3. The OCO is responsible for clearly identifying the applicable provision and clause configuration in task order solicitations.

22. RIGHTS IN DATA

22.1. There are multiple Rights in Data configurations possible. The OCO should ensure that the applicable Rights in Data configuration is clearly assigned to the task order solicitation. OCOs are reminded of their obligations under FAR 1.602-2.

23. CONTRACTOR PARTICIPATION IN WORK SCOPE QUALITY ASSURANCE

23.1. Contract integrity is in the interest of all contracting parties. The Government will only be obligated for work that is in scope and ordered by an Ordering Contracting Officer holding a valid written GSA issued DPA. Contractors are at risk for work not in compliance with the preceding sentence. GSA's Small Business GWAC Center will be

pleased to validate the DPA status of the contracting officer awarding a task order for the selected STARS II task order contractor.

V. FAR PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE

Number	Title	Date	FP	T&M	LH
52.202-1	DEFINITIONS	NOV 2013	X	X	X
52.203-3	GRATUITIES	APR 1984	X	X	X
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	X	X	X
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL	OCT 2010	X	X	X
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014	X	X	X
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011	X	X	X
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2013	X	X	X
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011	X	X	X
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE.	JUL 2013	X	X	X
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	JAN 2014	X	X	X
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--	MAY 2011	X		
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR	FEB 2013	X	X	X
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	MAY 2011	X	X	X
52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS	APR 2014	X	X	X
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	MAY 2014	X		
	ALTERNATE I	OCT 2008		X	X
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991	X	X	X
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991	X	X	X
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA.	OCT 2010	X	X	X
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS	OCT 2010	X	X	X
	ALTERNATE I	OCT 2010	X	X	X
	ALTERNATE IV	OCT 2010	X	X	X
52.216-31	T&M/LH PROPOSAL REQUIREMENTS – COMMERICIAL ITEM ACQUISITION	FEB 2007		X	X
52.217-5	EVALUATION OF OPTIONS	JUL 1990	X	X	X
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD	NOV 2011	X	X	X
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011	X	X	X
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011	X	X	X

Number	Title	Date	FP	T&M	LH
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011	X	X	X
52.219-27	NOTICE OF TOTAL SERVICE-DISABLED VETERAN- OWNED SMALL BUSINESS SET-ASIDE	NOV 2011	X	X	X
52.219-29	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMAN-OWNED SMALL BUSINESS (EDWOSB) CONCERNS	APR 2012	X	X	X
52.219-30	NOTICE OF TOTAL SET-ASIDE FOR WOMAN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMAN-OWNED SMALL BUSINESS	APR 2012	X	X	X
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997	X	X	X
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2014	X	X	X
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999	X	X	X
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003	X	X	X
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION	MAY 2014	X	X	X
52.222-49	SERVICE CONTRACT ACT – PLACE OF PERFORMANCE UNKNOWN	MAY 2014	X	X	X
52.222-52	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES – CERTIFICATION	NOV 2007	X	X	X
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997	X	X	X
	ALTERNATE I	JUL 1995	X	X	X
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011	X	X	X
	ALTERNATE I	MAY 2011	X	X	X
	ALTERNATE II	MAY 2011	X	X	X
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	X	X	X
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011	X	X	X
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995	X	X	X
52.223-13	ACQUISITION OF EPEAT®-REGISTERED IMAGING EQUIPMENT	JUN 2014	X	X	X
	ALTERNATE I	JUN 2014	X	X	X
52.223-14	ACQUISITION OF EPEAT®-REGISTERED TELEVISIONS	JUN 2014	X	X	X
	ALTERNATE I	JUN 2014	X	X	X
52.223-16	ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS	JUN 2014	X	X	X
	ALTERNATE I	JUN 2014	X	X	X
52.223-17	AFFIMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE and CONSTRUCTION CONTRACTS	MAY 2008	X	X	X
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	X	X	X
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011	X	X	X
Number	Title	Date	FP	T&M	LH

52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011	X	X	X
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984	X	X	X
52.224-2	PRIVACY ACT	APR 1984	X	X	X
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	X	X	X
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORT A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAY 2008	X	X	X
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012	X	X	X
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014	X	X	X
	ALTERNATE I	DEC 2007	X	X	X
	ALTERNATE II	DEC 2007	X	X	X
	ALTERNATE III	DEC 2007	X	X	X
	ALTERNATE IV	DEC 2007	X	X	X
52.227-17	RIGHTS IN DATA – SPECIAL WORKS	DEC 2007	X	X	X
52.227-18	RIGHTS IN DATA – EXISTING WORKS	DEC 2007	X	X	X
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007	X		
52.227-21	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT – MAJOR SYSTEMS	MAY 2014	X	X	X
52.227-22	MAJOR SYSTEMS – MINIMUM RIGHTS	JUN 1987	X	X	X
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987	X	X	X
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	X	X	X
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION	JAN 1997	X		
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013	X	X	X
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	FEB 2013	X	X	X
52.232-1	PAYMENTS	APR 1984	X		
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB 2007		X	X
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002	X	X	X
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984	X	X	X
52.232-11	EXTRAS	APR 1984	X		
52.232-16	PROGRESS PAYMENTS	APR 2012	X		
	ALTERNATE I	MAR 2000			
52.232-17	INTEREST	MAY 2014	X	X	X
52.232-18	AVAILABILITY OF FUNDS	APR 1984	X	X	X
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984	X		
52.232-23	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	MAY 2014	X	X	X
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986	X	X	X
52.232.39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013	X	X	X
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS CONTRACTORS	DEC 2013	X	X	X
Number	**Title**	**Date**	**FP**	**T&M**	**LH**

52.233-1	DISPUTES	MAY 2014	X	X	X
	ALTERNATE I	DEC 1991	X	X	X
52.234-4	EARNED VALUE MANAGEMENT SYSTEM	MAY 2014	X	X	X
52.237-1	SITE VISIT	APR 1984	X	X	X
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND	APR 1984	X	X	X
52.237-3	CONTINUITY OF SERVICES	JAN 1991	X		
52.242-13	BANKRUPTCY	JUL 1995	X	X	X
52.242-14	SUSPENSION OF WORK	APR 1984	X		
52.242-15	STOP-WORK ORDER	AUG 1989	X		
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984	X		
52.244-2	SUBCONTRACTS	OCT 2010	X	X	X
52.245-1	GOVERNMENT PROPERTY	APR 2012	X	X	X
52.245-2	GOVERNMENT PROPERTY INSTALLATION	APR 2012	X	X	X
52.245-9	USE AND CHARGES	APR 2012	X	X	X
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996	X		
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984	X		
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984	X		
52.253-1	COMPUTER GENERATED FORMS	JAN 1991	X	X	X

VI. FAR FULL TEXT PROVISIONS AND CLAUSES

Number	Title	FP	T&M	LH
52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	X		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	X	X	X
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	X	X	X
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	X	X	X
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	X	X	X
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	X	X	X
52.212-3	OFFER REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS	X	X	X
	ALTERNATE I	X	X	X
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS	X	X	X
	ALTERNATE I	X	X	X
52.216-1	TYPE OF CONTRACT	X	X	X
52.216-18	ORDERING	X	X	X
52.216-19	ORDER LIMITATIONS	X	X	X
52.216-22	INDEFINITE QUANTITY	X	X	X
52.216.32	TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN	X	X	X
52.217-8	OPTION TO EXTEND SERVICES	X	X	X
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	X	X	X
52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	X	X	X
52.219-13	NOTICE OF SET-ASIDE OF ORDERS	X	X	X
52.219-17	SECTION 8(a) AWARD	X	X	X
52.219-18	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS	X	X	X
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	X	X	X
52.222-25	AFFIRMATIVE ACTION COMPLIANCE	X	X	X
52.222-99	ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS JULY 2014 (DEVIATION)	X	X	X
52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION	X	X	X
52.227-15	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	X	X	X
52.234-2	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – PRE-AWARD IBR	X	X	X
52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	X	X	X
52.252-2	CLAUSES INCORPORATED BY REFERENCE	X	X	X

52.203-2 Certificate of Independent Price Determination.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision_____[*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (July 2018)

(a) *Definitions*. As used in this clause–

"Covered article" means any hardware, software, or service that–

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

"Covered entity" means–

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition*. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from–

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

(a) *Definitions.* As used in this clause -

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to

the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means -

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means -

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled -

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758

of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) 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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) 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, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors 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.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at *https://dibnet.dod.mil.* For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at *https://dibnet.dod.mil*.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.209-5 Certification Regarding Responsibility Matters.

CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that— (i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have __ have not __, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see

52.209-7, if included in this solicitation);

(C) Are __ are not __ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have __, have not __, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Federal taxes are considered delinquent if both of the following criteria apply: *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples*.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has __ has not __, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of

the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 Information Regarding Responsibility Matters.

INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions*. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding

could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

(End of provision)

52.212-3 Offeror Representations and Certifications—Commercial Items

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via http://www.acquisition.gov. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions*. As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of

components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business

operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs _____.

[*Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

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.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision*.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it o is, o is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It o is,o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:* _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:* _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) [*Complete only if the solicitation contains the clause at FAR* 52.219-23*, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR* 52.219-25*, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status*.]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* _____.]

(11) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a*

small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (*31 U.S.C. 1352*)*. (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements–Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

_____
_____
_____

[*List as necessary*]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at* 22.1503*(b)*.]

(1) *Listed end products*.

Listed End Product	**Listed Countries of Origin**
_____	_____
_____	_____
_____	_____

(2) *Certification*. [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block*.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor*

Standards(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (*26 U.S.C. 6109*, 31 U.S.C. 7701)*. (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer *Identification Number (TIN)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(5) *Common parent*.

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation*. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

Alternate I (May 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

Alternate II (Jan 2012). As prescribed in 12.301(b)(2), add the following to paragraph (c)(10)(iii) to the basic provision:

(iii) *Address*. The offeror represents that its address o is, o is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.acquisition.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS (JUL 2014)

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[*Contracting Officer check as appropriate*.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
_X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).
__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
__ (5) [Reserved].
__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
_X_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
__ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
_X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
_X_ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
_X_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
__ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (13) [Reserved]
_X_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
__ (ii) Alternate I (Nov 2011).
__ (iii) Alternate II (Nov 2011).
__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
__ (ii) Alternate I (Oct 1995) of 52.219-7.
__ (iii) Alternate II (Mar 2004) of 52.219-7.
_X_ (16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).
__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (Oct 2001) of 52.219-9.
__ (iii) Alternate II (Oct 2001) of 52.219-9.
__ (iv) Alternate III (Jul 2010) of 52.219-9.
_X_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
_X_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
__ (ii) Alternate I (June 2003) of 52.219-23.
__ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
__ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
_X_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
_X_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
_X_ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
_X_ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
_X_ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
_X_ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
_X_ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
_X_ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
_X_ (32) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
_X_ (33) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
_X_ (34) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
_X_ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
_X_ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
__ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-13.
__ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-14.
_X_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
_X_ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O. 13423 and 13514).
_X_ (ii) Alternate I (Jun 2014) of 52.223-16.
_X_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
__ (43) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
__ (44)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.
__ (iv) Alternate III (May 2014) of 52.225-3.
__ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).
_X_ (46) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
__ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
__ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
__ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
__ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
_X_ (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (54) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
_X_ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
_X_ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
__ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[*Contracting Officer check as appropriate.*]

_X_ (1) 52.222-41, Service Contract Labor Standards (May 201 (41 U.S.C. chapter 67)
__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
_X_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
_X_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
_X_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
__ (7) 52.222-17, Non-displacement of Qualified Workers (May 2014) (E.O.13495).
__ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
_X_ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
(ii) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)
(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
(x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).
(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, re-designate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the re-designated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

Alternate II (Jul 2014). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(F) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

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

(H) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

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

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

(L) 52.222-54, Employment Eligibility Verification (Aug 2013).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations.

(May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

52.216-1 Type of Contract.

TYPE OF CONTRACT (APR 1984)

The Government contemplates award of multiple IDIQ contracts to 8(a) certified firms that authorize FP, T&M, and LH task orders consistent with the existing version of FAR 19.804-6 resulting from this solicitation.

(End of provision)

52.216-18 Ordering.

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 from notice to proceed through end of five (1) year base period and end of five (5) year option, if exercised.

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

(c) 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 in the Schedule.

(End of clause)

52.216-19 Order Limitations.

ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3000, 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 the $500,000,000.00;

(2) Any order for a combination of items in excess of the remaining GWAC Ceiling value; or

(3) A series of orders from the same ordering office within three (3) 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 one (1) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity.

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 three (3) years after the contract ordering period expiration.

(End of clause)

52.216-32 Task-Order and Delivery-Order Ombudsman.

Task-Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

[Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

Alternate I (Sept 2019). As prescribed in 16.506(j), add the following paragraph (d) to the basic clause.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

[The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.]

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

52.217-8 Option to Extend Services.

OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

52.217-9 Option to Extend the Term of the Contract.

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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed a ten (10) year contract ordering period.

(End of clause)

52.219-1 Small Business Program Representations.

SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is_____[*insert NAICS code*].

(2) The small business size standard is_____[*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.*] The offeror represents as part of its offer that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:*_____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.*] The offeror represents as part of its offer that—

(i) It o is, o is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:*_____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision*.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(8) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:*
_____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions*. As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service- disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51

percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women- owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(3)

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-13 -- Notice of Set-Aside of Orders

Notice of Set-Aside of Orders (Nov 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

52.219-17 Section 8(a) Award.

SECTION 8(A) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the GSA Small Business GWAC Center the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the GSA Small Business GWAC Center Contracting Officer immediately

upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the GSA Small Business GWAC Center.

(End Clause)

52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns.

NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUNE 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement*. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The contract awardee will notify the GSA Small Business GWAC Center Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-22 Previous Contracts and Compliance Reports.

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that—

(a) It fl has, fl has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It fl has, fl has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 Affirmative Action Compliance.

AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that—

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the national Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contact.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full
text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm ; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in

paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4 Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the Unites States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.222-99, Establishing a Minimum Wage for Contractors (JUL 2014)(DEVIATION)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be $10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective

clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph in all subcontracts.

(End of clause)

52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

a) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act. "Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization ;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspend.

(b) *Certification*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

52.227-15 Representation of Limited Rights Data and Restricted Computer Software.

REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting contract may also

provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited
rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]—

[ ] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[ ] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

52.234-2 Notice of Earned Value Management System - Pre-Award IBR.

NOTICE OF EARNED VALUE MANAGEMENT SYSTEM - PRE-AWARD IBR (JULY 2006)

(a) The offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard - 748 (current version at time of solicitation).

(b) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines. (1) The plan shall—

(i) Describe the EVMS the offeror intends to use in performance of the contracts;

(ii) Distinguish between the offeror's existing management system and modifications proposed to meet the guidelines;

(iii) Describe the management system and its application in terms of the EVMS guidelines;

(iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and

(v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.

(2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(3) The Government will review and approve the offeror's plan for an EVMS before contract award.

(4) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard - 748 guidelines.

(c) Offerors shall identify the major subcontractors, or major subcontracted effort if major

subcontractors have not been selected subject to the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

(d) The Government will conduct an Integrated Baseline Review (IBR), as designated by the agency, prior to contract award. The objective of the IBR is for the Government and the Contractor to jointly assess technical areas, such as the Contractor's planning, to ensure complete coverage of the contract requirements, logical scheduling of the work activities, adequate resources, methodologies for earned value (budgeted cost for work performed (BCWP)), and identification of inherent risks.

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference.

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov

www.arnet.gov

(End of provision)

52.252-2 Clauses Incorporated by Reference.

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov

www.arnet.gov

(End of clause)

VII. GSAM FULL TEXT PROVISION AND CLAUSES

Number	Title
552.204-70	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.
552.211-72	Reference to Specifications in Drawings
552.211-75	Preservation, Packaging and Packing
	Alternate I
552.211-77	Packing List
	Alternate I
552.212-4	Contract Terms and Conditions-Commercial Items. (FAR Deviation) (Feb 2018)
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items
552.212-72	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items
552.216-76	Ordering Agency Task-Order and Delivery-Order Ombudsman
552.217-71	Notice Regarding Option(s)
552.229-71	Federal Excise Tax – DC Government
552.232-39	Unenforceability of Unauthorized Obligations. (FAR Deviation) (Feb 2018)
552.239-71	Security Requirements for Unclassified Information Technology Resources
552.232-78	Commercial Supplier Agreements–Unenforceable Clauses (Feb 2018)
552.252-6	Authorized Deviations in Clauses

552.204-70 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 504.2105, insert the following clause:

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DATE)

(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)

552.211-72 Reference to Specifications in Drawings.

REFERENCES TO SPECIFICATIONS IN DRAWINGS (FEB 1996)

If military or other drawings are made a part of this contract, any reference in the drawings to Federal specifications or standards will be considered to be a reference to the date of such Federal specification or standard identified in the contract. If the date of the Federal specification or standard is not identified in the contract, the edition, including

revisions thereto, in effect on the date the solicitation is issued will apply.

(End of clause)

552.211-75 Preservation, Packaging and Packing.

PRESERVATION, PACKAGING, AND PACKING (FEB 1996)

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 of 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.

(End of clause)

Alternate I (May 2003). 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 activity and the Contractor.

552.211-77 Packing List.

PACKING LIST (FEB 1996)

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

(1) Name and address of the consignor;
(2) Name and complete address of the consignee;
(3) Government order or requisition number;
(4) Government bill of lading number covering the shipment (if any); and
(5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Government commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include:

(1) Cardholder name and telephone number and
(2) The term “Credit Card.”

(End of clause)

Alternate I (May 2003).

(a) (3) Ordering activity order or requisition number;

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include:

(1) Cardholder name and telephone number; and
(2) The term “Credit Card.”

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

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned,

payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(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 FAR 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; 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.

(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 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 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:

(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 or any other payment 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 or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR Part 12).

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

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

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or 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.* 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) Updating terms.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(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 consent by an authorized Government representative.

(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 in accordance with subparagraph (d) (Disputes); 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.

(xii) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as 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)

552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items.

CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.
552.237-70 Qualifications of Offerors
(b) Clauses.
X 552.203-71 Restriction on Advertising X 552.211-73 Marking
X 552.215-70 Examination of Records by GSA
552.215-71 Examination of Records by GSA (Multiple Award Schedule)
552.215-72 Price Adjustment—Failure to Provide Accurate Information
552.219-70 Allocation of Orders—Partially Set-Aside Items X 552.228-70 Workers' Compensation Laws
X 552.229-70 Federal, State, and Local Taxes X 552.232-8 Discounts for Prompt Payment X 552.232-23 Assignment of Claims
552.232-71 Adjustin g Payments X 552.232-72 Final Payment
X 552.232-73 Availabilit y of Funds
552.237-71 Qualifications of Employees
552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
552.238-74 Industrial Funding Fee and Sales Reporting
552.238-75 Price Reductions
552.242-70 Status Report of Orders and Shipments
552.243-72 Modifications (Multiple Award Schedule)
552.246-73 Warranty—Multiple Award Schedule
552.246-76 Warranty of Pesticides

(End of clause)

552.212-72 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items.

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEP 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.
552.223-72 Hazardous Material Information

(b) Clauses.
552.223-70 Hazardous Substances
552.223-71 Nonconforming Hazardous Material
X 552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped
X 552.238-72 Identification of Products that have Environmental Attributes

(End of clause)

552.216-76 Ordering Agency Task-Order and Delivery-Order Ombudsman

Ordering Agency Task-Order and Delivery-Order Ombudsman (Jan2017)

(a) *Ordering Agency Task-Order and Delivery-Order Ombudsman.* The Ordering Agency shall designate a Task-Order and Delivery-Order Ombudsman to review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders placed against GSA Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. The contact information for the Ordering Agency Task-Order and Delivery-Order Ombudsman shall be made available to contractors.

(b) *Submission of Complaints.* When a contractor submits a complaint to the Ordering Agency's designated Task-Order and Delivery-Order Ombudsman, the contractor shall also send a copy of the complaint to the GSA Procurement Ombudsman, for informational purposes. The GSA Procurement Ombudsman is located at the General Services Administration, Office of Governmentwide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Procurement Ombudsman can be found at: http://www.gsa.gov/ombudsman.

(End of provision)

552.217-71 Notice Regarding Option(s).

NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to

the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

(End of provision)

552.229-71 Federal Excise Tax—DC Government.

FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

(End of clause)

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)

552.232-78 Commercial Supplier Agreements –Unenforceable Clauses (Feb 2018)

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:

(a) 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:

(1) *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

or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR Parts 13, 14 or 15).

(2) *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.

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

(i) 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.

(ii) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(iii) 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.

(4) *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 FAR 52.233-1, Disputes.

(5) *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).

(6) *Updating terms*.

(i) After award, the contractor may unilaterally revise terms if they are not material. A material change is defined as:

(A) Terms that significantly change Government rights or obligations; and

(B) Terms that increase Government prices;

(C) Terms that decrease overall level of service; or

(D) Terms that limit any other Government right addressed elsewhere in this contract.

(ii) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(iii) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(7) *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 consent by an authorized Government representative.

(8) *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*.

(9) *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:

(i) 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.

(ii) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at FAR 52.233-1; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(iii) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(10) *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.

(11) *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 FAR 52.232-23, Assignment of Claims.

(12) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as 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.

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

(End of clause)

552.239-71 Security Requirements for Unclassified Information Technology Resources.

Security Requirements for Unclassified Information Technology Resources (Jan 2012)

(a) *General*. The Contractor shall be responsible for information technology (IT) security, based on General Services Administration (GSA) risk assessments, for all systems connected to a GSA network or operated by the Contractor for GSA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to GSA's information that directly supports the mission of GSA, as indicated by GSA. The term information technology, as used in this clause, means any equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, control, display, switching, interchange, transmission, or reception of data or information. This includes major applications as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

(1) Hosting of GSA e-Government sites or other IT operations;

(2) Acquisition, transmission, or analysis of data owned by GSA with significant replacement cost should the Contractors copy be corrupted;

(3) Access to GSA major applications at a level beyond that granted the general public; *e.g.*, bypassing a firewall; and

(4) Any new information technology systems acquired for operations within the GSA must comply with the requirements of HSPD-12 and OMB M-11-11. Usage of the credentials must be implemented in accordance with OMB policy and NIST guidelines (*e.g.*, NIST SP 800-116). The system must operate within the GSA's access management environment. Exceptions must be requested in writing and can only be granted by the GSA Senior Agency Information Security Officer.

(b) IT Security Plan. The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractors IT Security Plan shall comply with applicable Federal laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002, and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and GSA policies and procedures. GSA's Office of the Chief Information Officer issued "CIO IT Security Procedural Guide 09–48, Security Language for Information Technology Acquisitions Efforts," to provide IT security standards, policies and reporting requirements. This document is incorporated by reference in all solicitations and contracts or task orders where an information system is contractor owned and operated on behalf of the Federal Government. The guide can be accessed at http://www.gsa.gov/portal/category/25690. Specific security requirements not specified in "CIO IT Security Procedural Guide 09–48, Security Language for Information Technology Acquisitions Efforts" shall be provided by the requiring activity.

(c) Submittal of IT Security Plan. Within 30 calendar days after contract award, the Contractor shall submit the IT Security Plan to the Contracting Officer and Contracting Officers Representative (COR) for acceptance. This plan shall be consistent with and further detail the approach contained in the contractors proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer and COR, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.

(d) Submittal of a Continuous Monitoring Plan. The Contractor must develop a continuous monitoring strategy that includes:

(1) A configuration management process for the information system and its constituent components;

(2) A determination of the security impact of changes to the information system and environment of operation;

(3) Ongoing security control assessments in accordance with the organizational continuous monitoring strategy;

(4) Reporting the security state of the information system to appropriate GSA officials; and

(5) All GSA general support systems and applications must implement continuous monitoring activities in accordance with this guide and NIST SP 80037 Revision 1, *Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach*.

(e) Security authorization. Within six (6) months after contract award, the Contractor shall submit written proof of IT security authorization for acceptance by the Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. The security authorization must be in accordance with NIST Special Publication 800-37. This security authorization will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This security

authorization, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The Contractor shall comply with the accepted security authorization documentation.

(f) Annual verification. On an annual basis, the Contractor shall submit verification to the Contracting Officer that the IT Security plan remains valid.

(g) Warning notices. The Contractor shall ensure that the following banners are displayed on all GSA systems (both public and private) operated by the Contractor prior to allowing anyone access to the system:

Government Warning
WARNINGWARNING**WARNING**

Unauthorized access is a violation of U.S. law and General Services Administration policy, and may result in criminal or administrative penalties. Users shall not access other users or system files without proper authority. Absence of access controls IS NOT authorization for access! GSA information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorized Department officials. Use of this system constitutes consent to such monitoring.
WARNINGWARNING**WARNING**

(h) Privacy Act notification. The Contractor shall ensure that the following banner is displayed on all GSA systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Pub. L. 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to $5,000, or both.

(i) Privileged or limited privileges access. Contractor personnel requiring privileged access or limited privileges access to systems operated by the Contractor for GSA or interconnected to a GSA network shall adhere to the specific contract security requirements contained within this contract and/or the Contract Security Classification Specification (DD Form 254).

(j) Training. The Contractor shall ensure that its employees performing under this contract receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on the rules of behavior.

(k) GSA access. The Contractor shall afford GSA access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, IT systems and devices, and personnel used in performance of the contract, regardless of the location. Access shall be provided to the extent required, in GSA's judgment, to conduct an inspection, evaluation, investigation or audit, including vulnerability testing to safeguard against threats and hazards to the integrity, availability and confidentiality of GSA data or to the function of information technology systems operated on behalf of GSA, and to preserve evidence of computer crime. This information shall be available to GSA upon request.

(l) Subcontracts. The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(m) Notification regarding employees. The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment when that employee has access to GSA information systems or data. If an employee's employment is terminated, for any reason, access to GSA's information systems or data shall be immediately disabled and the credentials used to access the information systems or data shall be immediately confiscated.

(n) Termination. Failure on the part of the Contractor to comply with the terms of this clause may result in termination of this contract.

(End of clause)

552.252-6 Authorized Deviations in Clauses.

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)

GENERAL SERVICES ADMINISTRATION
Washington, DC 20405

ADM 4800.2H
June XX, 2013

GSA ORDER

SUBJECT: Eligibility to Use GSA Sources of Supply and Services

1. **Purpose.** This Order provides definitions and listings of agencies and organizations authorized to use U.S. General Services Administration (GSA) sources of supply and services. It also provides definitive guidelines concerning eligibility requirements.

2. **Cancellation. ADM 4800.2G** is canceled.

3. **Background. 40 U.S.C. §§ 501 -** 502 authorizes the Administrator of General Services (Administrator) to procure and supply personal property and non-personal services for executive agencies and other Federal agencies, mixed ownership Government corporations as identified in 31 U.S.C. § 9101, the District of Columbia, qualified nonprofit agencies for the blind or other severely handicapped individuals for use in making or providing an approved commodity or service to the Government, and state and local governments for certain Federal Supply Schedule purchases, including use for disaster purchasing. Other organizations are eligible pursuant to other statutes under which GSA operates (such as 40 U.S.0 § 602, which governs eligibility to obtain GSA Fleet motor vehicles and related services) or by reason of enabling statutory authority.

4. **Nature of revision.** To reflect statutory and administrative changes and to partially update the listings of organizations determined eligible to use GSA sources of supply and services.

5. **Definition.** GSA sources of supply and services are defined as those support programs administered by GSA and prescribed in the Federal Property Management Regulations (FPMR), 41 CFR Parts 101-26–Procurement Sources and Program, 101-39–Interagency Fleet Management Systems (GSA Fleet), 101-42—Utilization and Disposal of Hazardous Materials and Certain Categories of Property; the Federal Management Regulation (FMR) 41 CFR Parts 102-117–Transportation Management, Parts 102-35 through 102-42 –Utilization and Disposal Programs, and the Federal Travel Regulation, 41 CFR Part 301-73–Travel Programs.

6. **Authority to use GSA sources of supply and services.** The authority to use GSA sources of supply and services is established by statute or regulation (see paragraph 7).

7. **Eligible activities.** Organizations are eligible to use GSA sources of supply and services pursuant to 40 U.S.C. §§ 501 - 502 or other statutory authority; however, some organizations may be eligible to use only specific GSA sources of supply or services. In addition, although an organization may be eligible to use GSA sources of supply, particular sources may not be accessible due to limits of supply sources or geographical constraints. For example, in the case of GSA Fleet, it may not be practical for GSA to make certain sources of supply available. In addition, the terms of a specific contract may not permit participation by otherwise eligible organizations.

a. **Executive agencies. 40 U.S.C. §** 501, Services for executive agencies, authorizes the Administrator to procure and supply personal property and non-personal services for executive agencies to use in the proper discharge of their responsibilities, and perform functions related to procurement and supply including contracting, inspection, storage, issue, property identification and classification, transportation and traffic management, management of public utility services, and repairing and converting. Executive agencies include:

(1) **Executive departments.** Cabinet departments are defined in 5 U.S.C. § 101 and are listed in Appendix A.

(2) **Wholly owned Government corporations.** Corporations wholly owned by the Government are defined in 31 U.S.C. § 9101(3) and are listed in Appendix A.

(3) **Independent establishments in the executive branch of the Government.** Independent establishments in the Executive branch are generally defined by 5 U.S.C. § 104. However, it is often necessary to consult specific statutes, legislative histories, and other references to determine whether a particular establishment is within the executive branch. To the extent that GSA has made such determinations, the organizations qualifying under this authority are included in Appendix A.

b. **Other Federal agencies, mixed-ownership Government corporations, the District of Columbia, qualified nonprofit agencies for the blind or other severely handicapped individuals for use in making or providing an approved commodity or service to the Government, and state and local governments for certain Federal Supply Schedule purchases.** 40 U.S.C. § 502, Services for other entities, authorizes the Administrator to provide access to GSA sources of supply (or limited authorizations in some cases) to these organizations upon request. 40 U.S.0 § 602 authorizes the Administrator to furnish GSA Fleet motor vehicles and related services to Federal agencies, mixed-ownership Government corporations, or the District of Columbia.

(1) **Other Federal agencies. These** are Federal agencies **defined in 40 U.S.C. §** 102(5) that are not in the executive branch of the Government, i.e., any establishment in the legislative **or** judicial branch of the Government. However, the Senate, the House of Representatives, and the Architect of the Capitol and any activities under this direction are not Federal Agencies for purposes of this definition (but see paragraph 7.c. below.) To the extent that GSA has made such determinations, the organizations qualifying under this authority are listed in Appendix B.

(2) **Mixed-ownership Government corporations.** These are identified in 31 U.S.C, § 9101(2) and are listed in Appendix B.

(3) **District of Columbia.** The Government of the District of Columbia is eligible to use GSA sources of supply and services pursuant to 40 U.S.C. § 502(a)(3) and 40 U.S.C. § 602(c), the latter pertaining to GSA Fleet motor vehicles and related services. The Government of the District of Columbia and those parts thereof that have been determined eligible to use GSA sources of supply and services are listed in Appendix B.

c. **The Senate, the House of Representatives, and activities under the direction of the Architect of the Capitol.** These organizations are eligible to use GSA sources of supply and services under 40 U.S.C. § 113(d) upon request. To the extent that GSA has made such determinations, the organizations qualifying under this authority are listed in Appendix B**.**

d. **Other organizations authorized under the authority of 40 U.S.C. 44 501 - 502.** GSA has determined that certain organizations, other than those described above, are eligible to use its sources of supply and services under the authority provided to the Administrator by 40 U.S.C. §§ 501 - 502.

(1) **Cost-reimbursement contractors (and subcontractors) as Properly authorized.** Under 40 U.S.C. § 501, the Administrator determined that in order to promote greater economy and efficiency in Government procurement programs, contractors performing cost-reimbursement type contracts or other types of negotiated contracts, when the agency determines that a substantial dollar portion is of a cost-reimbursement nature, may be authorized to use GSA sources of supply. This authorization is reflected in Part 51 of the Federal Acquisition Regulation (FAR), which provides that agencies may authorize certain contractors (generally cost-reimbursement contractors) to use GSA sources of supply. In each case, the written authorization must conform to the requirements of FAR Part 51, Use of Government Sources by Contractors. Contractors are **not** eligible to obtain GSA city-pair contract airfares.

(2) **Cost-reimbursement or fixed price contractors' use of GSA Fleet motor vehicles and related services.** Subpart 51.2 of the FAR states that, if it is in the Government's interest, a contracting officer may authorize a cost reimbursement contractor to obtain, for official purposes only, GSA Fleet motor vehicles and related services. The FAR also states that Government contractors shall not be authorized to use GSA Fleet motor vehicles and related services for use in performance of any contract other than a cost-reimbursement contract, except as otherwise specifically approved by the Administrator. Accordingly, any request for use of GSA Fleet vehicles and related services by other than a cost-reimbursement contractor must be requested by the agency contracting officer and approved by GSA.

(3) **Fixed-price contractors (and subcontractors) purchasing security equipment.** Under 40 U.S.C. § 501, the Administrator has determined that fixed-price contractors and lower-tier subcontractors who are required to maintain custody of security classified records and information may purchase security equipment from GSA. Procedures for such acquisitions are set forth in 41 CFR 101-26.507.

(4) **Non-Federal firefighting organizations cooperating with the U.S. Department of Agriculture, Forest Service.** Pursuant to 40 U.S.C. § 501 and 16 U.S.C. § 580a, it has been determined that certain non-Federal firefighting organizations may purchase wildfire suppression equipment and supplies from the Federal Acquisition Service (FAS). This determination is reflected in an interagency agreement between GSA and the USDA, Forest Service. (FAS No. FM-IA-06-002, December 27, 2006).

(5) **Tribes and Tribal Organizations.**

(a) **The Indian Self-Determination and Education Assistance Act (ISDEAA}.** As provided in section 102(13) of Pub. L. 103-413 (the Indian Self Determination Act Amendments of 1994), a tribal organization, when carrying out a contract, grant or cooperative agreement under ISDEAA, is deemed an executive agency for purposes of 40 U.S.C. § 501. (See 25 U.S.C. § 450j(k)). Additionally, if the self-determination contract contains a provision authorizing interagency motor pool vehicles and related services, as provided in Section 103 of the Indian Self-Determination Act Amendments of 1994, the tribe or tribal organization is eligible to use GSA Fleet motor vehicles **and related** services, if available (See 25 U.S.C. § 4501.) Authorization to use GSA sources of supply under the authority cited in this paragraph does not include purchases for resale unless the contract, grant, cooperative agreement, or funding agreement authorizes such activity. Information on the authority for resale must be provided GSA, and based on that information, GSA must concur.

(b) **The Native American Housing Assistance and Self-Determination Act (NAHASDA1.** As provided n section 101 of Pub. L. 110-411 (the Native American Housing Assistance and Self-Determination Reauthorization Act of 2008), for purposes of 40 U.S.C. § 501, each Indian tribe or tribally designated housing entity shall be considered to be an executive agency in carrying out a program, service, or other activity under a block grant pursuant to NAHASDA; and each tribe or tribally designated housing entity shall have access to sources of supply on the same basis as employees of an executive agency. (See 25 U.S.C. § 4111(j)). Authorization to use GSA sources of supply under the authority cited in this paragraph does not include purchases for resale unless the contract, grant, cooperative agreement, or funding agreement authorizes such activity. Information on the authority for resale must be provided to GSA, and based on that information, GSA must concur.

(6) **Use of certain Federal Supply Schedules by state and local governments.** State and local governments have increased access to GSA sources of supply, as detailed below. State or local government, defined at 40 U.S.C.§ 502(c)(3), includes any state, local, regional, or tribal government, or any instrumentality thereof (including any local educational agency or institution of higher education). In any case of the use by a state or local government of a Federal Supply Schedule, participation by a firm that sells to the Federal Government through its Federal Supply Schedule contract shall be voluntary with respect to a sale to the state or local government under that contract.

(a) **Cooperative Purchasing.** Pursuant to 40 U.S.C. § 502(c), the Administrator may provide for the use by state or local governments of Schedule 70 and Schedule 84 for supplies and services available under those Federal supply schedules.

(b) **Disaster Purchasing Program.** As provided in 40 U.S.0 § 502(d), the Administrator may provide for the use of Federal Supply Schedules by state and local governments for the purchase of products and services to be used to facilitate recovery from major disasters declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and to facilitate disaster preparedness or response, or to facilitate recovery from terrorism, or nuclear, biological, chemical, or radiological attack.

(c) **1122 Program.** 10 U.S.C. § 381 allows for the purchase of equipment suitable for counter-drug, homeland security, and emergency response activities through the U.S. Department of Defense. GSA maintains the catalog of available products under this program.

(d) **Public Health Emergencies. State,** local, territorial, and tribal governments may access Federal Supply Schedules as authorized users for goods **and** services when expending Federal grant funds in response to Public Health Emergencies (PHE) declared by **the** Secretary of Health and Human Services under section 319 of the Public Health Services Act, codified at 42 U.S.C. § 247d.

(7) **The American National Red Cross.** As provided for in section 2 of Pub. L. 111-263, the Federal Supply Schedules Usage Act of 2010, 40 U.S.C. 502(e), the American National Red Cross in furtherance of its purposes set forth in 36 U.S.C. § 300102 is authorized to access Federal supply schedules. Authorization to use Federal Supply Schedules under the authority cited in this paragraph does not include purchases for resale.

(8) **Other Qualified Organizations.** Under the Federal Supply Schedules Usage Act of 2010, 40 U.S.C. 502(e), the Administrator may provide for the use by other qualified organizations, to include National Voluntary Organizations Active in Disaster (NOVAD), of Federal Supply Schedules. Purchases under this authority by such qualified organizations shall be used in furtherance of purposes determined to be appropriate to facilitate emergency preparedness and disaster relief as set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency. Authorization to use Federal Supply Schedules under the authority cited in this paragraph does not include purchases for resale. The term "qualified organization" means a relief or disaster assistance organization as described in section 309 of the Robert **T.** Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5152).

e. **Other statutes.** Other statutes authorize specific organizations to use GSA sources of supply and services. The organizations that have had eligibility reviews conducted and that have been determined eligible to use GSA sources of supply are listed in Appendix B or Appendix C, as appropriate. The major categories of such organizations include:

(1) **Certain institutions.** The following activities are eligible to use GSA sources of supply and services and are listed in Appendix B:

(a) Howard University (20 U.S.C. § 130)
(b) Gallaudet University (20 U.S.C. § 4362)
(c) National Technical Institute for the Deaf, (20 U.S.C. § 4362) and
(d) American Printing House for the Blind (20 U.S.C. § 106).

(2) **Governments authorized under 48 U.S.C. 41469e. As provided** in 48 U.S.C. 1469e, the Governments of American Samoa, Guam, the Commonwealth of the Northern Mariana islands and the U.S. Virgin Islands are eligible to use GSA sources of supply and services. These governments are listed in Appendix B**.**

(3) **Entities authorized under the Foreign Assistance Act (FAA).** Section 607 of the Foreign Assistance Act of 1961, as amended, 22 U.S.C. § 2357, provides that the President may authorize friendly countries, international organizations, the American Red Cross, and voluntary nonprofit relief agencies to use GSA sources of supply and services when determined consistent with and in furtherance of the international development goals of the FAA. The President delegated his authority to make Section 607 determinations under the FAA to the U.S. Agency for International Development... Entities determined eligible under this authority are listed in Appendix C. Purchases are limited to those for civilian use only.

(4) **Non-appropriated fund activities.** FPMR 101-26.000 provides that military commissaries and non-appropriated fund activities may use GSA sources of supply and services for their own use, not for resale, unless otherwise authorized by the individual Federal agency and GSA has concurred.

8. **Ineligible activities.** Except for the acquisition of excess personal property through sponsoring agencies, which is governed **by** FMR 102-36.185 - 102-36.205 and not this GSA Order, or in accordance with paragraph 7 d(6)(d) above regarding state and local governments expending Federal grant funds in response to Public Health Emergencies, Federal grantees are ineligible to use GSA sources of supply and services. In addition, a cost-reimbursement contractor cannot transfer procurement authorization to a third party.

9. **Travel and transportation.**

a. **Persons.** Organizations seeking to use GSA sources of supply and services for travel related services and transportation of persons must obtain a separate determination for the requested service(s). This is necessary to determine whether the requesting entity is eligible under the language of the specific contract(s); e.g., travel management services, travel charge card services, and air passenger transportation.

b. **Goods. An** organization eligible to use GSA sources of supply and services that is seeking to use GSA sources of supply for transportation of goods pursuant to a contract entered into under the FAR may do so if the requesting entity is eligible under the language of the specific contract(s); e.g., express small package delivery, express heavyweight delivery services. As a general matter, transportation under GSA's tenders of service entered into under

49 U.S.0 5 13712 or similar statutes governing common carnage are limited to transportation for the Federal Government.

10. Excess, **surplus, and forfeited property.** The eligibility of organizations to obtain supplies and services through GSA's personal property utilization and disposal programs .s not governed by this GSA Order.

11. Determination **of eligibility.** Organizations other than those covered in the appendices to this GSA Order may be eligible to use GSA sources of supply and services. Organizations requesting an eligibility determination should submit a request to the Office of Governmentwide Policy, Attn: Office of Acquisition Policy (MV), 1800 F Street, NW. Washington, DC 20405, or phone (202) 208-0291. Include in the request the name and contact number of the entity or organization with applicable supporting documentation and any separate statutory authority that may exist, for GSA's analyses and determination. Additional organizations, upon an affirmative determination of eligibility, may be posted to the appropriate appendix of the GSA Order on GSA's website at
htto://www.gsa.gov/graphics/fas/GSAOrderADM4800 2F.pdf.

Dan Tangherlini
Acting Administrator

Appendix A
Executive Agencies

The following have been determined to be "executive agencies," or parts thereof, for the purpose of using GSA sources of supply and services. This list is not all-inclusive; other agencies may be eligible, and GSA will make an eligibility determination on a case-by-case basis in response to requests received. (See paragraph 11.) Listed here are major executive agencies and their components for which inquiries have been received.

Advisory Council on Historic Preservation
Agency for International Development
Agriculture, Department of
Air Force, Department of
American Battle Monuments Commission
Armed Forces Retirement Home
Army Corp of Engineers
Army, Department of
Bonneville Power Administration
Bureau of Land Management
Central Intelligence Agency
Chnstopher Columbus Fellowship Foundation
Commerce, Department of
Commission on Civil Rights
Commission on Fine Arts
Commodity Credit Corporation
Commodity Futures Trading Commission
Consumer Products Safety Commission
Corporation for National and Community Service
Defense, Department of
Defense agencies and Joint Service Schools
Defense Nuclear Facilities Safety Board
Education, Department of
Energy, Department of
Environmental Protection Agency
Equal Employment Opportunity Commission
Executive Office of the President
Export-Import Bank of U.S.
Farm Credit Administration
Federal Communications Commission
Federal Election Commission
Federal Emergency Management Agency
Federal Labor Relations Authonty
Federal Maritime Commission
Federal Trade Commission
Forest Service, U.S.
General Services Administration
Government National Mortgage Association
Harry S. Truman Scholarship Foundation
Health and Human Services, Department of
Homeland Security, Department of
Housing and Urban Development, Department of
Interagency Council on the Homelessness
Inter-American Foundation
Interior, Department of the
International Boundary and Water Commission, United States Section
Justice, Department of
John F. Kennedy Center for the Performing Arts
Labor, Department of
Madison, James, Memorial Fellowship Foundation
Merit Systems Protection Board
Morris K. Udall Scholarship and Excellence in National Environment Policy Foundation
National Aeronautics and Space Administration

National Archives and Records Administration
National Credit Union Administration (not individual credit unions)
National Council on the Handicapped
National Endowment for the Arts
National Endowment for the Humanities
National Guard Activities (only through U.S. Property and Fiscal Officers)
National Labor Relations Board
National Science Foundation
National Transportation Safety Board
Navy, Department of
Nuclear Regulatory Commission
Nuclear Waste Technical Review Board
Occupational Safety and Health Review Commission
Office of Personnel Management
Office of Special Counsel
Peace Corps
Pension Benefit Guaranty Corporaton
Postal Regulatory Commission
Presidio Trust, the
Railroad Retirement Board
St. Elizabeths Hospital
Securities and Exchange Commission
Selective Service System
Small Business Administration
Smithsonian Institution
Social Security Administration
State, Department of
Tennessee Valley Authority
Trade and Development Agency
Transportation, Department of
Transportation Security Adm.nistration
Treasury, Department of
U.S. Arms Control and Disarmament Age ncy
U.S. Secret Service
U.S. International Trade Commission
U.S. Navy Medical Research Unit
U.S. Postal Service
Veterans Affairs, Department of

Appendix B
Other Eligible Users

The following have been determined to be eligible to use GSA sources of supply and services, in addition to the organizations listed in appendixes A and C. This list is not all-inclusive; other organizations may be eligible to use GSA sources of supply and services. GSA will make an eligibility determination on a case-by-case basis in response to requests received. (See paragraph 11.)

Administrative Office of the U.S. Courts
American Printing House for the Blind
American National Red Cross
American Samoa, Government of
Architect of the Capitol
Army/Air Force Exchange Service
Chemical Safety and Hazard Investigation Board
Civil Air Patrol
Coast Guard Auxiliary (through the U.S. Coast Guard)
CoBank, ACB
Committee for Purchase from People Who are Blind or Severely Disabled
Contractors and subcontractors - cost reimbursement (as authorized by the applicable agency's contracting official)
Contractors and subcontractors - fixed price (security equipment only when so authorized by the applicable agency's contracting official)
Courts, District of Columbia
Courts, Federal (not court reporters)
Delaware River Basin Commission
Denali Commission
District of Columbia, Government of
District of Columbia, Public Schools
District of Columbia, Pretrial Services Agency/Public Defenders
Eisenhower Exchange Fellowship
Election Assistance Commission
Farm Credit Banks (AgriBank FCB, Farm Credit Bank of Texas, U.S. AgBank FCB, and AgFirst FCB)
Federal Coordinator for the Alaska Natural Gas Transportation Project
Federal Deposit Insurance Corporation
Federal Financial Institutions Examination Council
Federal Home Loan Banks
Federal Reserve Board of Governors
Firefighters, Non-Federal (as authorized by the Forest Service, U.S. Department of Agriculture)
Gallaudet University
Government Printing Office
Guam, Government of
House of Representatives, U.S.
Howard University (including hospital)
Japan-United States Friendship Commission
Land Grant Institutions (as cost-reimbursement contractors)
Legal Services Corporation (not its grantees)
Library of Congress
Marine Mammal Commission
Medicare Payment Advisory Commission
Metropolitan Washington Airport Authorities
Millennium Challenge Corporation
National Capital Planning Commission
National Gallery of Art
National Railroad Passenger Corporation (AMTRAK)
National Technical Institute for the Deaf
Navajo and Hopi Indian Relocation, Office of
Naval Exchange Service Command
Neighborhood Reinvestment Corporation
Non-appropriated fund activities (not for resale)
Northern Mariana Islands, Government of the Commonwealth of the
Overseas Private Investment Corporation

Public Interest Declassification Board
Regional Fishery Management Councils
Senate, U.S.
South Atlantic Fishery Management Council
John C. Stennis Center for Public Service
Susquehanna River Basin Commission
U.S. Arctic Research Commission
United States Access Board
U.S. China Economic Security Review Commission
U.S. Institute of Peace
U.S. Tax Court
Vietnam Education Foundation
Virgin Islands, government of (including Virgin Islands Port Authority)
Washington Metropolitan Area Transit Authority (METRO)

Appendix C
International Organizations and Others Determined Eligible under Section 607 of the Foreign Assistance Act

The following have been determined to be eligible to use GSA sources of supply and services, in addition to the organizations listed in appendixes A and B. This list is not all-inclusive; others may also be eligible to use GSA sources of supply and services. GSA will make an eligibility determination on a case-by-case basis in response to requests received. (See paragraph 11.) NOTE: Organizations included in this Appendix C have a limited authorization to access GSA sources of supply, namely for purchases consistent with and in furtherance of the international development goals of the Foreign Assistance Act. (See paragraph 7.e.(3).)

African Development Fund
American Red Cross
Asian Development Bank
Counterpart Foundation, Inc.
Customs Cooperation Council
European Space Research Organization
Food and Agriculture Organization of the United Nations
Great Lakes Fishery Commission
Inter-American Defense Board
Inter-American Development Bank
Inter-American Institute of Agriculture Sciences
Inter-American Investment Corporation
Inter-American Statistical Institute
Inter-American Tropical Tuna Commission
Intergovernmental Maritime Consultative Organization
Intergovernmental Committee for European Migration
International Atomic Energy Agency
International Bank of Reconstruction and Development (WORLD BANK)
International Boundary Commission-United States and Canada
International Boundary and Water Commission-United States and Mexico
International Center for Settlement of Investment Disputes
International Civil Aviation Organization
International Coffee Organization
International Cotton Advisory Committee
International Development Association
International Fertilizer Development Center
International Finance Corporation
International Hydrographic Bureau
International Institute for Cotton
International Joint Commission-United States and Canada
International Labor Organization
International Maritime Satellite Organization
International Monetary Fund
International Pacific Halibut Commission
International Pacific Salmon Fisheries Commission-Canada
International Secretariat for Volunteer Services
International Telecommunications Union
International Wheat Council
Iraqi Ministry of Housing and Construction
Lake Ontario Claims Tribunal
Multinational Force and Observers
Multinational Investment Guarantee Agency (MIGA)
North Atlantic Treaty Organization (NATO)
Organization of African Unity
Organization of American States
Organization for Economic Cooperation and Development
Pan American Health Organization
Radio Technical Commission for Aeronautics
South Pacific Commission
United International Bureau for the Protection of Intellectual Property
United Nations

United Nations Educational, Scientific, and Cultural Organization
Universal Postal Union
World Health Organization
World Intellectual Property
Organization World Meteorological
Organization World Tourism
Organization

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Applications Programmer:

Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results. Designs, codes, tests, debugs, and documents.

Applications Systems Analyst/Programmer - Intermediate:

Under general supervision, formulates and defines system scope and objectives through research and fact-finding to develop or modify moderately complex information systems. Prepares detailed specifications from which programs will be written. Designs, codes, tests, debugs, documents, and maintains those programs. Competent to work on most phases of applications systems analysis and programming activities, but requires instruction and guidance in other phases.

Applications Systems Analyst/Programmer - Senior:

Under general direction, formulates and defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results. Prepares detailed specifications from which programs will be written. Designs, codes, tests, debugs, and documents those programs. Competent to work at the highest technical level of all phases of applications systems analysis and programming activities. May be responsible for completion of a phase of a project. Regularly provides guidance and training to less- experienced analyst/programmers.

Business Process Consultant:

Responsible for most complex systems process analysis, design, and simulation. Requires highest-level understanding of organization's business systems and industry requirements. Focus is on process analysis and re-engineering, with an understanding of technical problems and solutions as they relate to the current and future business environment. Creates process change by integrating new processes with existing ones and communicating these changes to impacted Business Systems teams. Recommends and facilitates quality improvement efforts. May lead re-engineering team and act as project manager in some cases.

Business Subject Matter Specialist:

Provides technical knowledge and analysis of highly specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems that need extensive knowledge of the subject matter for effective implementation. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases.

Business Systems Analyst - Intermediate:

Under general supervision, formulates and defines systems scope and objectives through research and fact-finding combined with an understanding of applicable business systems and industry requirements. With this knowledge, develops or modifies moderately complex information systems. Includes analysis of business and user needs, documenting requirements, and revising existing system logic difficulties as necessary. Guides and advises less-experienced Business Systems Analysts. Competent to work in some phases of systems analysis and considers the business implications of the application of technology to the current business environment.

Business Systems Analyst - Senior:

Under general direction, formulates and defines systems scope and objectives based on both user needs and a good understanding of applicable business systems and industry requirements. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results. Includes analysis of business and user needs, documentation of requirements, and translation into proper system requirement specifications. Guides and advises less-experienced Business Systems Analysts. Competent to work at the highest technical level of most phases of systems analysis while considering the business implications of the application of technology to the current and future business environment.

Business Systems Specialist :

Top-level technical contributor with expertise in particular business processes responsible for formulating systems scope and objectives relative to the organization's business plan and industry requirements. Acts independently or as a member of a project team responsible for providing technical guidance concerning the business implications of the application of various systems. Provides technical consulting on complex projects. Devises and/or modifies procedures to solve the most complex technical problems related to computer equipment capacity and limitations, operating time, and form of desired results. Creates detailed specifications from which programs will be written. May have quality assurance responsibilities.

Chief Information Security Officer:

Ensures that all information systems are functional and secure.

Client/Server Database Manager:

Projects long-range requirements for client/server database administration in conjunction with other managers in the information systems function as well as business function managers. Prepares activity and progress reports regarding the client/server database management section.

Client/Server Network Architect:

Top-level technical expert responsible for design and development of a client/server environment. Develops strategy of client/server system and the design infrastructure necessary to support that strategy. Advises on selection of technological purchases with regards to processing, data storage, data access, and applications development. Sets standards for the client/server relational database structure for the organization (SQL, ORACLE, SYBASE, etc.). Advises of feasibility of potential future projects to management.

Client/Server Support Analyst:

Under general supervision, assists with personal computer operating systems software and communication system software. Designs, tests, and maintains personal computer systems. Responsible for analyzing and solving personal computer-related problems. Responsible for security, integrity, and reliability of personal computer systems. Tests and integrates new hardware, systems and modifications to existing equipment and systems. Performs research/investigations, analysis, design, testing, and installation of supported hardware and software. Schedules installation of new hardware and software and modifications to existing systems. Monitors performance of hardware and its capacity in all assigned locations. Recommends and implements enhancements to existing hardware and systems.

Communications Analyst - Intermediate:

Under general supervision, assists Senior Level Communications Analyst or Department Manager in the planning, design, and implementation of communications networks. Responsible for providing assistance and technical support for network design activities. Assists in the review/assessment of user needs. May conduct feasibility studies for projects. May assist in the evaluation and selection of equipment. Typically requires two to four years experience in telecommunications with particular emphasis in traffic engineering and network design. Frequently reports to Data/Voice Communications Management or Internal Communications Systems Consultant.

Communications Analyst - - Senior:

Under general direction, assists in the planning, design, and implementation of communications networks. Responsible primarily for the assessment and optimization of network design through review and assessment of user needs. Conducts feasibility studies for large projects, develops requests for proposal, evaluates vendor products, and makes recommendations on selection. May function as lead position providing guidance and training to less-experienced analysts. Typically requires at least five years of experience in telecommunications with strong emphasis in network design, traffic engineering, equipment vendors, and carriers. Frequently reports to a Data/Voice Communications Manager or Internal Communications Systems Consultant.

Communications Facility Engineer:

Provides technical direction and engineering knowledge for communications systems infrastructure activities, including planning, designing, and implementing communications infrastructure requirements for buildings and systems. Ensures that adequate and appropriate planning is provided to direct building architects and planners in building communications

spaces and media pathways meet industry standards.

Communications Installer:

Assists in the planning, design, and implementation of communications networks. Responsible for providing assistance and technical support for network design activities. Assists in the review/assessment of user needs. Performs feasibility studies for small projects. Assists in the evaluation and selection of equipment.

Communications Transmission Engineer:

Provides technical direction and engineering knowledge for communications activities including planning, designing, installing and maintaining large communications networks. Develops, operates, and maintains voice, wireless, video, and data communications systems. Provides complex engineering or analytical tasks and activities associated with one or more technical areas within the communications function.

Computer Operations Manager:

Responsible for all activities relating to the operation of centralized data processing equipment and peripheral information systems equipment. Establishes detailed schedules for the utilization of all equipment in the computer operations section to obtain maximum utilization. Assigns personnel to various operations and directs their activities. Reviews and evaluates work and prepares performance reports. Confers with and advises subordinates on administrative policies and procedures, technical problems, priorities, and methods. Consults with personnel in other information systems sections to coordinate activities. Prepares activity and progress reports regarding the computer operations section. Frequently reports to a Director of Information Systems Operations.

Consultant:

Works with end user groups to evaluate and solve technical problems. Evaluates existing systems and/or user needs to analyze, design, recommend, and implement system changes.

Data Architect:

Designs and builds relational databases. Develops strategies for data acquisitions, archive recovery, and implementation of a database. Works in a data warehouse environment, which includes data design, database architecture, metadata and repository creation. Translates business needs into long-term architecture solutions. Defines, designs, and builds dimensional databases. Develops data warehousing blueprints, evaluating hardware and software platforms, and integrating systems. Evaluates reusability of current data for additional analyses. Reviews object and data models and the metadata repository to structure the data for better management and quicker access.

Data Communications Manager – Planning & Implementation :

Ensures that adequate and appropriate planning is provided for remote hardware and communications facilities to develop and implement methodologies for analysis, installation, and support of distributed processing client/server systems. Provides coordination in the analysis, acquisition, and installation of hardware, software, and facilities. Manages the training and efforts of a staff engaged in system and network planning, analysis and monitoring activities. Typically requires eight to ten years of experience in software/hardware LAN and WAN network design and analysis. Frequently reports to a Telecommunications Department Director/Manager or Planning and Engineering Manager.

Data Entry Supervisor:

Supervises all data entry activities. Assigns work to personnel and directs activities. Reviews and evaluates work and prepares performance reports. Frequently reports to a Computer Operations Manager or Production Control Supervisor.

Data Security Administration Manager:

Directs and implements the necessary controls and procedures to cost-effectively protect information systems assets from intentional or inadvertent modification, disclosure, or destruction. Provides guidance and direction for the physical protection of information systems assets to other functional units. Provides reports to superiors regarding effectiveness of data security and makes recommendations for the adoption of new procedures. Assigns work to subordinates, monitors performance, and conducts performance appraisals. Interviews and makes recommendations for additional staff.

Data Security Analyst - Intermediate :

Under general supervision, performs all procedures necessary to ensure the safety of information systems assets and to protect systems from intentional or inadvertent access or destruction. Interfaces with user community to understand their security needs and implements procedures to accommodate them. Ensures that user community understands and adheres to necessary procedures to maintain security. Conducts accurate evaluation of the level of security required. Provides management with status reports. Frequently reports to a Data Security Administration Manager.

Data Security Analyst - Senior :

Under general direction, performs all procedures necessary to ensure the safety of information systems and to protect systems from intentional or inadvertent access or destruction. Interfaces with user community to understand their security needs and implements procedures to accommodate them. Ensures that user community understands and adheres to necessary procedures to maintain security. May require familiarity with domain structures, user authentication, and digital signatures. Conducts accurate evaluation of the level of security required. May require understanding of firewall theory and configuration. Must be able to weigh business needs against security concerns and articulate issues to management.

Data Warehousing Administrator:

Coordinates the data administration technical function for both data warehouse development and maintenance. Plans and oversees the technical transitions between development, testing, and production phases of the workplace. Facilitates change control, problem management, and communication among data architects, programmers, analysts and engineers. Establishes and enforces processes to ensure a consistent, well-managed and well-integrated data warehouse infrastructure. Expands and improves data warehouse to includes data from all functions of the organization using data manipulation, transformation and cleansing tools. Requires three years of experience in the field.

Data Warehousing Analyst:

Works in a data warehouse environment, which includes data design, database architecture, metadata and repository creation. Reviews data loaded into the data warehouse for accuracy. Responsible for the development, maintenance and support of an enterprise data warehouse system and corresponding data marts. Troubleshoots and tunes existing data warehouse applications. Conducts research into new data warehouse applications and determines viability for adoption. Assists in establishing development standards. Evaluates existing subject areas stored in the data warehouse. Incorporates existing subject areas into an enterprise model. Creates new or enhanced components of the data warehouse.
Requires two years experience in the field.

Data Warehousing Programmer:

Responsible for product support and maintenance of the data warehouse. Performs data warehouse design and construction. Codes and documents scripts and stored procedures. Designs/implements data strategy methods. Develops appropriate programs and systems documentation. Assists with Meta data repository management. Prepares/implements data verification and testing methods for the data warehouse.
Creates index and view scripts. Requires two years experience in the field.

Data Warehousing Project Manager:

Works in a data warehouse environment, which includes data design, database architecture, metadata and repository creation. Responsible for leading data warehouse team in development and enhancements of the data warehouse user interface.
Establishes user requirements. Creates new standards and procedures related to end user and internal interface development. Works with Data Architect on technical issues and system architecture definition. Translates high-level work plans and converts to detailed assignments for team members. Monitors status of assignments and reviews work for completion and quality. Typically requires more than five years of experience.

Data/Configuration Management Specialist:

Provides configuration management planning. Describes provisions for configuration identification, change control, configuration status accounting, and configuration audits. Regulates the change process so that only approved and validated changes are incorporated into product documents and related software.

Database Administrator:

Participates in the design, creation, and maintenance of computerized databases. Responsible for quality control and auditing of databases to ensure accurate and appropriate use of data. Works with management to develop database strategies to support company needs. Consults with and advises users on access to various databases. Works directly with users to resolve data conflicts and inappropriate data usage. Directs the maintenance and use of the corporate data dictionary. Typically requires two to four years of experience.

Database Analyst/Programmer - Intermediate:

Under general supervision, designs, implements and maintains moderately complex databases. Maintains database dictionaries and integration of systems through database design. Competent to work on most phases of database administration but may require some instruction and guidance in other phases. Requires two years experience in the field.

Database Analyst/Programmer - Senior:

Under general direction, designs, implements and maintains complex database with respect to JCL, access methods, access time, device allocation, validation checks, organization, protection and security, documentation and statistical methods. Includes maintenance of database dictionaries, overall monitoring of standards and procedures and integration of systems through database design. Competent to work at the highest level of all phases of database management. Requires three years experience in the field.

Database Manager:

Responsible for all activities related to the administration of computerized databases. Assigns personnel to various projects and directs their activities. Reviews and evaluates work and prepares performance reports. Confers with and advises subordinates on administrative policies and procedures, technical problems, priorities, and methods. Consults with and advises users of various databases. Projects long- range requirements for database administration in conjunction with other managers in the information systems function as well as business function managers. Prepares activity and progress reports regarding the database management section. Typically requires five to seven years of experience.

Disaster Recovery Administrator:

Under general supervision, responsible for the overall security and integrity of organizational electronic data, data systems, and data networks. Designs and administers programs to include policies, standards, guidelines, training programs, and a viable quality assurance process for disaster recovery. Oversees and reviews the testing and implementation of software, data systems, and data networks to ensure that the integrity and security of all electronic data and data systems are adequately protected. Oversees and facilitates the preparation of an organization-wide business resumption plan. Responsible for ensuring the business resumption plan adequately addresses the organization's requirements and established time frames. Responsible for day-to-day security administration of the organization's data systems and data networks including systems access administration. Typically requires five or more years of experience in disaster recovery/business resumption planning.

Disaster Recovery Analyst:

Responsible for security and integrity of assigned electronic data, data systems, and data networks. Designs and administers programs to include policies, standards, guidelines, training programs and a viable quality assurance process for disaster recovery. Oversees and reviews the testing and implementation of software, data systems and data networks to insure that the integrity and security of all electronic data and data systems are adequately protected. Oversees and facilitates the preparation of an organization-wide business resumption plan. Responsible for insuring the business resumption plan adequately addresses the organization's requirements and established time frames. Requires five years experience in the field.

Documentation Specialist - Intermediate:

Under general supervision, prepares and/or maintains systems, programming, and operations documentation, including user manuals. Maintains a current internal documentation library. Competent to work on most phases of documentation.

Documentation Specialist - Senior:

Under general supervision, is responsible for preparing and/or maintaining systems, programming, and operations documentation, procedures, and methods including user manuals and reference manuals. Maintains a current internal documentation library. Provides or coordinates special documentation services as required. Competent to work at the highest level of all phases of documentation. May act as project leader for large positions.

E-Business Manager:

Sets direction and guides action plans and priorities of electronic commerce, marketing and communications. Develops and facilitates organizational models and structure changes needed to meet the evolving electronic business strategies. Establishes and implements enterprise-wide business systems.

Electronic Data Interchange (EDI) Manager:

Responsible for daily electronic data interchange (EDI) operations of an organization. Develops and executes strategies for Internet-based interchange capabilities. Coordinates and implements new EDI methods and systems and enhances and upgrades the existing systems. Finds EDI solutions for business operations. Establishes and maintains communications and trading partner routings, including online orders and fulfillment systems. Audits the quality of data provided, provides security and backup, and ensures system disaster recovery processes are in place. Resolves trading partner’s technical problems involving EDI. Develops technical design documentation. Ensures customer/vendor agreements meet legal requirements. Responsible for internal training of EDI and related staff.

Electronic Data Interchange (EDI) Specialist:

Provides support for EDI database analysis, design, and operations. Establishes and maintains communications within organization and with partners. Conducts and managers product evaluations. Provides product installation, configuration, and training. Performs systems maintenance to update records, specifications, and operating procedures of partner systems. Maintains EDI account transaction activities. Frequently reports to an Electronic Data Interchange Manager.

Electronic Mail Coordinator:

Monitors servers, replication, and mail routing. Creates user accounts and maintains security levels on databases. Provides first-level telephone support and troubleshoots. Monitors existing messaging infrastructure and server usage, ensuring proper working order.

Engineering Subject Matter Specialist:

Provides technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation, and implementation advice on exceptionally complex problems that necessitate high-level knowledge of the subject matter for effective implementation. Participates as needed in all phases of software development with emphasis on the planning, analysis, modeling, simulation, testing, integration, documentation and presentation phases.

ERP Business/Architectural Specialist:

Adapts functional business requirements and processes to technical solutions based upon comprehensive enterprise application solution sets. Enterprise resource planning and management processes, including but not limited to: knowledge management, investment analysis, data warehousing, e-commerce, return on investment analysis, human resource analysis, material management and logistics, supply chain management, procurement, ordering, manufacturing, decision support, and information dissemination.

ERP Business Analyst - Intermediate:

Under general supervision, serves as subject matter expert associated with content, processes, and procedures associated with enterprise applications. Applies functional knowledge to design and customize workflow systems that provide seamless integration for client/server applications. Writes functional requirements, develops test plans, and works with production issues.

ERP Business Analyst - Senior:

Under general direction, serves as senior subject matter expert associated with content, processes, and procedures associated with ERP. Defines detailed requirements, analyzes business needs, and validates solutions with the client. Details requirements through product development and other functions to support the project team. Monitors other business analysts in software development methods and processes and implementation of those methods. Evaluates development projects and assists in tailoring the development process to meet the

project needs.

ERP Programmer:

Under general supervision, works primarily in ERP client/server enterprise application. Designs and develops all aspects of data conversion. Builds application tables, panels, and reports. Codes individual modules and complex functions. Develops application tables, panels, and reports for projects. Responsible for software integration and external interface development. Troubleshoots and resolves testing issues. Responsible for technical documentation.

Graphics Specialist:

Responsible for graphics design and use, operation, and setup of computer graphic systems for business communications. Executes graphic projects and assists in coordination of all graphic production scheduling. Coordinates production support with outside vendors, as needed. Ensures that graphic projects are completed on time, within budget, and to user's satisfaction. Interfaces with users to determine scope of project and best graphic medium. Trains other personnel in proper use of computer graphic equipment. Troubleshoots computer equipment problems and performs minor preventive maintenance. Frequently reports to a department manager or information systems management.

Groupware Specialist :

Responsible for the implementation, maintenance, and support of organization messaging system. May work closely with first tier support staff to solve system problems. Ensures smooth integration of all groupware systems in a particular environment. Provides technical support on local groupware replication and client dial- up access issues. Prepares documentation that will assist in the maintenance of the groupware system. May serve as an internal consultant to developers, assisting them in the area of server supports, security, ID files, and other development issues that will aid the process. Requires solid working knowledge of WANs, LANs, and telecommunication concepts as they relate to the groupware system and database replication.

Help Desk Coordinator - Intermediate:

Under general supervision, responds to and diagnoses problems through discussions with users. Includes problem recognition, research, isolation, and resolution steps.
Typically is able to resolve less complex problems immediately, while more complex problems are assigned to senior level support. May involve use of problem management database and help desk systems.

Help Desk Coordinator - Senior:

Under general direction, responsible for ensuring the timely process through which problems are controlled. Includes problem recognition, research, isolation, resolution, and follow-up steps. Requires experience and understanding of MIS environment.
Typically involves use of problem management database and help desk system. May provide guidance/training for less-experienced personnel.

Help Desk Manager:

Has overall responsibility for help desk operations associated with the identification, prioritization and resolution of reported problems. Ensures that all phases of help desk support are properly coordinated, monitored, logged, tracked and resolved appropriately. May maintain responsibility for development, maintenance and integrity of help desk software. Requires 3 years experience in the field.

Help Desk Specialist:

Provides support to end users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, email and personnel requests for technical support. Documents, tracks, and monitors the problem to ensure a timely resolution.

Help Desk Support Services Specialist - Intermediate:

Under general supervision, provides second-tier support to end users for either PC, server, or mainframe applications and hardware. Handles problems that the first-tier of help desk support is unable to resolve. May interact with network services, software systems engineering, and/or applications development to restore service and/or identify and correct core problem. Simulates or recreates user problems to resolve operating difficulties. Recommends systems modifications to reduce user problems. Maintains currency and high level of technical skill in field of expertise. Escalates more complex problems to senior level.

Help Desk Support Services Specialist - Senior:

Under general direction, provides second-tier support to end users for either PC, server, or mainframe applications and hardware. Handles problems that the first-tier of help desk support is unable to resolve. May interact with network services, software systems engineering, and/or applications development to restore service and/or identify and correct core problem. Simulates or recreates user problems to resolve operating difficulties. Recommends systems modifications to reduce user problems. Maintains currency and highest level of technical skill in field of expertise.

Information Assurance Development Engineer:

Analyzes and defines security requirement for computer systems which may include mainframes, workstations, and personal computers. Designs, develops, engineers, and implements solutions that meet security requirements. Provides integration and implementation of the computer system security solution.

Information Assurance Engineer:

Establishes and satisfies complex system-wide information security requirements based upon the analysis of user, policy, regulatory, and resource demands. Supports customers at the highest levels in the development and implementation of doctrine and policies. Applies know-how to government and commercial common user systems, as well as to dedicated special purpose systems requiring specialized security features and procedures.

Information Assurance Network Specialist:

Analyzes general information assurance-related technical problems and provides basic engineering and technical support in solving these problems. Designs, develops, engineers, and implements solutions that meet network security requirements. Performs vulnerability/risk analyses of computer systems and applications during all phases of the system development life cycle.

Information Assurance Systems/Network Specialist:

Installs, configures and maintains organization's operating systems. Analyzes and resolves problems associated with server hardware, NT, applications software.
Detects, diagnoses, and reports NT related problems on both NT server and NT desktop systems. Performs a wide variety of tasks in software/hardware maintenance and operational support of NT Server systems.

Information Center Consultant:

Under general supervision of Information Center Manager, may support unlimited end user groups. Works with users to solve problems with available technology including hardware, software and peripherals. Studies and analyzes systems needs, trains users on software and hardware, handles troubleshooting, and provides quality assurance review of user systems. Acts as project manager, typically performs time estimates, and regularly reviews status of projects. May have specialization in particular software that would be utilized in an end user environment. Keeps abreast of technological developments and may install new hardware and software for user groups. Frequently reports to an Information Center Manager.

Information Center Specialist:

Under general direction, advises and assists users in problem-solving activities using information center tools. Assists in the selection and installation of information center tools. Evaluates new and existing software products. Competent to work at the highest technical level of all phases of information center activities.

Information Security Business Analyst:

Determines enterprise information security standards. Develops and implements information security standards and procedures. Ensures that all information systems are functional and secure.

Information Services Consultant:

Top-level technical expert supporting unlimited end user groups. Works with user groups to solve business problems with available technology including hardware, software, databases, and peripherals. Requires high level of diverse technical experience related to studying and analyzing systems needs, systems development, systems process analysis, design, and re-engineering. Has skills and experience related to business management, systems engineering, operations research, and management engineering. Typically requires specialization in particular software or business application utilized in an end user environment. Keeps abreast of technological developments and applications.

Information Systems Auditor - Intermediate :

Under general supervision, audits moderately complex new and existing information systems applications to ensure that appropriate controls exist, that processing is efficient and accurate, and that systems and procedures are in compliance with corporate standards. Competent to work on most phases of information systems auditing.

Information Systems Auditor - Senior :

Under general direction, audits the most complex new and existing information systems applications to ensure that appropriate controls exist, that processing is efficient and accurate, and that information systems procedures are in compliance with corporate standards. Competent to work at the highest level of all phases of information systems auditing.

Information Systems Training Specialist - Intermediate :

Under general supervision, organizes and conducts moderately complex training and educational programs for information systems or user personnel. Maintains records of training activities, employee progress, and program effectiveness. Competent to work on most phases of information systems training.

Information Systems Training Specialist - Senior:

Under general direction, organizes, prepares, and conducts complex training and educational programs for information systems or user personnel. May design and develop in-house programs. Maintains records of training activities, employee progress, and program effectiveness. Competent to work at the highest level of all phases of information systems training.

Internal Communications Systems Consultant :

Provides systems guidance for current and proposed investments in telecommunications and network facilities and/or services from the development of communications software through financial implementation review. Researches present and future communication technologies. Works closely with system users to provide direction/assistance in identification and resolution of user problems. May supervise a group of planning analysts responsible for research/technical assistance for the user group. Typically requires eight to ten years of experience in telecommunications with emphasis on systems analysis, LAN/WAN

telecommunications network design, and traffic engineering.

IT Subject Matter Specialist:

Provides extremely high-level subject matter proficiency for work described in the task. Provides advanced technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation, training, and implementation advice on complex problems that require doctorate level knowledge of the subject matter for effective implementation.

LAN Administrator - Intermediate:

Under general supervision, responsible for the acquisition, installation, maintenance, and usage of the organization's local area network. Manages LAN performance and maintains LAN security. Ensures that security procedures are implemented and enforced. Installs all network software. Evaluates, develops and maintains telecommunications systems. Troubleshoots LAN problems. Establishes and implements LAN policies, procedures, and standards and ensures their conformance with information systems and organization objectives. Trains users on LAN operation. Typically requires two to four years of experience. Frequently reports to a PC support manager or Senior LAN Administrator.

LAN Administrator - Senior:

Under general direction, responsible for administration and day-to-day operation of organization's local area network (LAN). Provides integrated team support and maintenance of LAN hardware and software. Maintains integrity of the LAN hardware and software. Installs LAN software upgrades, including planning and scheduling, testing and coordination. Studies vendor products to determine those which best meet organization needs; assists in presentation of information to management resulting in purchase, and installation of hardware, software, and telecommunications equipment.
Performs LAN security procedures, including implementing login requests. Evaluates new products and technologies to determine impact on existing system configurations. Prepares proposals, cot/benefit analyses, and feasibility studies. Provides liaison support between the PC/LAN team, vendors and internal support group as needed. Typically requires five to seven years of experience. Frequently reports to an information systems executive.

LAN Support Technician - Intermediate :

Under general supervision, monitors and responds to technical control facility hardware and software problems utilizing hardware and software testing tools and techniques. May interface with vendor support service groups to ensure proper escalation during outages or periods of degraded system performance. May assist with installation of terminals and associated hardware. May provide LAN server support. Requires strong knowledge of PC/LAN communications hardware/software, in a multi-protocol environment, and network management software. Typically requires two to four years experience in data communications troubleshooting.

LAN Support Technician - Senior:

Under general direction, monitors and responds to complex technical control facility hardware and software problems utilizing a variety of hardware and software testing tools and techniques. Provides primary interface with vendor support service groups or provides internal analysis and support to ensure proper escalation during outages or periods of degraded system performance. May provide LAN server support. Requires extensive knowledge of PC/LAN communications hardware/software in a multi-protocol environment and network management software. May function as lead position providing guidance and training for less-experienced technicians. Typically requires at least four years of experience in data communications troubleshooting.

LAN/WAN Administrator:

Monitors LAN, WAN, and servers. Provides batch monitoring, tape back-up, and restoration. Administers mail system and implements new database architecture. Monitors and conducts performance evaluation of networks. Supports, installs, maintains, and troubleshoots all local area and wide area networking devices and related software for branch offices and internal and external networks.

LAN/WAN Integrator:

Responsible for the overall integration of the enterprise-wide network including the planning, design, installation, maintenance, management, and coordination of the corporate LAN/WAN (may include local, metropolitan, and wide area networks). Has responsibility for technical architecture and recommendations related to LAN/WAN. Is typically a top-level technical contributor with advanced knowledge and experience in the area of local and wide area networking, communications, and related hardware/software. Maintains high level of technical expertise and studies vendor products to determine those which best meet organization needs. Presents information to management, which may result in the purchase and installation of hardware, software, and telecommunications equipment. Recommends network security procedures and policies. Knowledgeable in a multi-platform operating environment. May work with Voce and/or Data Communications Analysts.

LAN/WAN/MAN Administrator:

Monitors LAN, WAN, MAN, and servers. Provides batch monitoring, tape backup, and restoration. Supports, installs, maintains, and troubleshoots all local area and wide area networking devices and related software for branch offices and internal and external networks.

Network Control Technician:

Tests and analyzes all elements of complex network facilities (including power, software, communications devices, lines, modems, and terminals). Monitors and controls the performance and status of the network resources. Utilizes software and hardware tools and identifies and diagnoses complex problems and factors affecting network performance.

Network Engineer - Intermediate:

Under general supervision, oversees the purchase, installation, and support of network communications, including LAN/WAN systems. Works on problems of diverse scope where analysis of situation requires evaluation and judgment. Responsible for evaluating current

systems. Assists in the planning of large-scale systems projects through vendor comparison and cost studies. Requires thorough knowledge of LAN/WAN systems, networks, and applications. Typically requires two to five years of experience.

Network Engineer - Senior:

Under general direction, manages the purchase, installation, and support of network communications, including LAN/WAN systems. Responsible for evaluating current systems. Works on complex problems where analysis of situation requires in-depth evaluation of various factors. Plans large-scale systems projects through vendor comparison and cost studies. Provides work leadership and training to lower level network engineers. Requires expert knowledge of LAN/WAN systems, networks, and applications. Typically requires at least five years of experience.

Network Operations Supervisor:

Provides first level guidance/direction (either as a full-time supervisory position or on a project management basis) to network operation and maintenance analysts, technicians, and/or engineers. Performs technical analysis of complex software, hardware, and transmission facility using various diagnostic tools in support of efficient network operations. Provides guidance/direction for engineering efforts and test and evaluation programs. Performs on-site engineering when required. Typically requires five years of experience in operations, maintenance, and sustained engineering of LAN to WAN internetworking. Frequently reports to a Regional Manager or Operations Manager.

Network Planning Analyst – Intermediate:

Under general supervision, plans and evaluates moderately complex existing network systems and makes recommendations for resources required to maintain and/or expand service levels. Provides assistance in network planning, engineering, architecture, and the development of technical standards and interface applications. Evaluates new products as assigned. Provides resolution for network problems. Typically requires four to six years of experience in telecom networks. Frequently reports to a higher Network Planning position or a Telecommunications Department Director/Manager.

Network Planning Analyst - Senior :

Under general direction, plans and evaluates complex existing network systems and makes recommendations for resources required to maintain and/or expand service levels. Provides highly skilled technical assistance in network planning, engineering, and architecture. Develops technical standards and interface applications, identifies and evaluates new products, and provides resolution for network problems. May interface with vendors to identify and purchase hardware and software. May function as lead position for other Network Planning Analysts. Typically requires six to eight years of experience in telecom networks. Frequently reports to a Telecommunications Department Director/Manager or a higher Network Planning position.

Network Planning Manager:

Responsible for long-term strategic planning to ensure network capacity meets current and future network requirements including planning for remote hardware and communications

facilities, development and implementation of methodologies for system analysis, installation, and support. Defines and develops methodology to ensure compatibility of all software and hardware products at each facility. Provides ongoing coordination in the analysis, acquisition, and installation of remote hardware and software. May supervise Network Planning Analysts. Typically requires six to eight years of experience. Frequently reports to a Telecommunications Department Director/Manager or Planning and Engineering Manager.

Network Systems Administrator:

Provides system administration of Network, Web, and/or communication systems, including Local Area Network (LAN) and Wide Area Network (WAN) systems, involving network security. Prepares technical implementation plans that provide integrated solutions including actions, milestones, timelines and critical paths required for complete solutions.

Network Systems Manager:

Supervises all personnel engaged in the operation and support of network facilities, including all communications equipment in large scale or multi-shift operations.
Supervises complex operations that involve two or more additional functions such as, but not limited to, network operations, systems security, systems software support, and production support activities.

Network/Hardware Support Technician:

Monitors and responds to hardware, software, and network problems. Provides the routine testing and analysis of all elements of the network facilities (including power, software, communications machinery, lines, modems, and terminals). Monitors and controls the performance and status of the network resources.

Operations Manager - Data Communications:

Manages all aspects of the daily operation for data network(s) in either a standalone data network environment in a voice and data separated network environment. Develops project plans for the implementation of new telecommunications technology and systems. Directs technical analysis of complex software, hardware, and transmission systems. Coordinates with vendors involved in providing communication activities.

Operations Manager - Voice Communications:

Manages all aspects of the daily operation for voice network(s) in either a standalone voice network OR in a voice and data separated network environment. Develops project plans for the implementation of new telecommunications technology and systems. Directs technical analysis of complex software, hardware, and transmission systems.

Operations Systems Manager:

Provides assistance and oversight for all information systems operations activities, including computer and telecommunications/communications operations, data entry, data control, operations support, operating systems programming, system security policy procedures, and/or web strategy and operations. Provides input to policy level discussions regarding standards and budget constraints.

Operations/Network LAN Administrator:

Supports, monitors, tests, and troubleshoots hardware and software problems pertaining to LAN. Recommends and schedules repairs. Provides end users support for all LAN- based applications. Installs and configures workstations.

Operations/Technical Support Analyst:

Provides technical guidance for directing and monitoring information systems operations. Implements machine modifications to increase the capacity of the system. Directs compilation of records and reports concerning production, machine malfunctioning and maintenance.

Operations/Technical Support Manager:

Responsible for all activities relating to technical guidance for planning, directing, and monitoring information systems operations. Plans and recommends machine modifications or additional equipment to increase the capacity of the system. Prepares operational cost estimates for current and proposed projects. Evaluates vendor proposals for purchases of hardware. May manage related outsourcing contracts and service levels. Directs compilation of records and reports concerning production, machine malfunctioning, and maintenance. May advise or consult on organizational, procedural, and workflow plans, methods, and procedures analysis. Analyzes the results of workflow plans, monitors the operating system(s) and recommends changes to improve processing and utilization. May have departmental staff responsibility. Frequently reports to an Information Systems Operations Manager or Director of Information Systems Operations.

PC Products Analyst:

Under general supervision, analyzes and evaluates microcomputer products and systems available in the marketplace. Analyzes such products for compatibility, expandability, and ease of use and support. Recommends to management the support or nonsupport of evaluated products. Participates in the development and customization of products. Designs application options/screens compatible with mainframe applications. Prepares product development

documentation regarding use of product. Frequently reports to a PC Support Manager.

PC Systems Specialist:

Under general supervision, performs analytical, technical, and administrative work in the planning, design, and installation of new and existing personal computer systems. Works on moderately complex applications. Confers with end users to determine types of hardware and software required. Writes programs to fulfill requirements or selects appropriate off-the-shelf software and modifies to suit. May maintain or utilize telecommunications protocols. Installs new hardware and maintains existing hardware. Trains end users in use of equipment and software. Frequently reports to a PC Support Manager.

PC/LAN Management Analyst - Intermediate:

Under general supervision, works closely with business and management and staff on LAN support, network design, and configuration in a multi-server environment. Responsible for the installation/configuration and support of client servers, application support software, and implementation of new business software applications. Participates with client in the installation/configuration of equipment and software. Analyzes and coordinates resolution of network problems. Provides technical support and guidelines to client and systems areas through documentation. Requires experience with Token Ring.

PC/LAN Management Analyst - Senior:

Under general direction, provides consultation to business area management and staff at the highest technical level for all aspects of PC/LAN design and configuration in a multi-server environment. Plans and coordinates the installation of new or modified Local Area Networks and installs and coordinates the resolution of network problems or malfunctions. Provides technical support and guidelines to client and systems areas through documentation. Requires experience with Token Ring.

Project Engineer:

Manages long-term IT engineering projects. Performs engineering design evaluations and works to complete projects within budget and scheduling restraints. Develops, implements, and monitors information systems policies and controls to ensure data accuracy, security, and regulatory compliance. Reviews reports of computer and peripheral equipment production, malfunction, and maintenance to determine and address problems.

Project Manager – Senior:

Responsible for all aspects of the development and implementation of assigned projects and provides a single point of contact for those projects. Takes projects from original concept through final implementation. Interfaces with all areas affected by the project including end users, computer services, and client services. Defines project scope and objectives. Develops detailed work plans, schedules, project estimates, resource plans, and status reports. Conducts project meetings and is responsible for project tracking and analysis. Ensures adherence to quality standards and reviews project deliverables. Manages the integration of vendor tasks and tracks and reviews vendor deliverables. Provides technical and analytical

guidance to project team. Recommends and takes action to direct the analysis and solutions of problems.

Quality Assurance Analyst - Intermediate :

Under general supervision, carries out procedures to ensure that all information systems, products and services meet minimum organization standards and end-user requirements. Thoroughly tests software to ensure proper operation and freedom from defects. Documents and works to resolve all problems. Reports progress on problem resolution to management. Devises improvements to current procedures and develops models of possible future configurations. Performs workflow analysis and recommends quality improvements. Frequently reports to a Quality Assurance Manager.

Quality Assurance Analyst - Senior:

Under general direction, carries out procedures to ensure that all information systems, products and services meet organization standards and end-user requirements.
Performs and leads tests of software to ensure proper operation and freedom from defects. May create test data for applications. Documents and works to resolve all complex problems. Reports progress on problem resolution to management. Devises improvements to current procedures and develops models of possible future configurations. Acts as information resource about assigned areas to technical writers and other Quality Assurance Analysts. Performs complex workflow analysis and recommends quality improvements. Frequently reports to a Quality Assurance Manager.

Quality Assurance Specialist:

Provides development of project Software Quality Assurance Plan and the implementation of procedures that conforms to the requirements of the contract. Provides an independent assessment of how the project's software development process is being implemented relative to the defined process and recommends methods to optimize the organization's process.

Security Coordinator:

Coordinates, develops, and evaluates security programs for an organization.

Site Manager:

Provides applications systems analysis and programming activities for a Government site, facility or multiple locations. Prepares long and short-range plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources.

Software Architect:

Works independently designing and developing new software products or major enhancements to existing software. May lead a large development team in the design of highly complex software systems. Acts as highest-level technical expert, addressing problems of systems integration, compatibility, and multiple platforms. Responsible for project completion. Performs feasibility analysis on potential future projects to management.

Software Developer - Intermediate:

Under general supervision, develops codes, tests, and debugs new software or enhancements to existing software. Has good understanding of business applications. Works with technical staff to understand problems with software and resolve them. Resolves customer complaints with software and responds to suggestions for improvements and enhancements. May assist in development of software user manuals. Requires two years experience in the field.

Software Developer - Senior:

Under general direction, participates as high-level technical expert in design development, coding, testing, and debugging new software or significant enhancements to existing software. Works with technical staff to understand problems with software and develops specifications to resolve them. Resolves customer complaints and responds to suggestions for improvements and enhancements. Participates in the development of software user manuals. May act as team leader on less complex projects. Assists in training less experienced software development staff. Requires five years experience in the field.

Software Systems Engineer - Intermediate:

Under general supervision, works from specifications to develop or modify moderately complex software programming applications. Assists with design, coding, benchmark testing, debugging, and documentation of programs. Applications generally deal with utility programs, position control language, macros, subroutines, and other control modules. Competent to work on most phases of software systems programming applications, but requires instruction and guidance in other phases.

Software Systems Engineer –Senior:

Under general direction, formulates and defines specifications for complex operating software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer. Designs, codes, tests, debugs, and documents those programs. Responsible for applications dealing with the overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting, and advanced mathematical/scientific software packages. Competent to work at this highest technical level on all phases of software systems programming applications. May have responsibility for the evaluation of new and existing software products. May assist other systems programmers to effectively utilize the system's technical software.

Strategic Planner:

Provides strategic planning of large projects or a significant segment of a strategic planning portion of a large complex project. Provides the overall approach to clarify mission statements so they can be used as springboards in envisioning their desired future. Assists in developing mission and vision statements, subsequent goal delineation, provides guidance for building operational plans and specifying measurable outcomes to include capital outlay planning efforts in a consolidated strategic planning process and prioritizes those initiatives.

Systems Administrator - Intermediate:

Under general supervision, responsible for installing, configuring, and maintaining operating system workstations and servers, including web servers, in support of business processing requirements. Performs software installations and upgrades to operating systems and layered software packages. Schedules installations and up grades and maintains them in accordance with established IT policies and procedures. Monitors and tunes the system to achieve optimum performance levels. Ensures workstation/server data integrity by evaluating, implementing, and managing appropriate software and hardware solutions. Ensures data/media recoverability by implementing a schedule of system backups and database archive operations. Supports media management through internal methods and procedures or through offsite storage and retrieval services. Develops and promotes standard operating procedures. Conducts routine hardware and software audits of workstations and servers to ensure compliance with established standards, policies, and configuration guidelines. Develops and maintains a comprehensive operating system hardware and software configuration database/library of all supporting documentation.

Systems Administrator - Senior:

Under general direction, responsible for activities related to system administration. Assigns personnel to various projects, directs their activities, and evaluates their work. Ensures long-term requirements of systems operations and administration are included in the overall information systems planning of the organization. Responsible for the installation, maintenance, configuration, and integrity of computer software. Implements operating system enhancements that will improve the reliability and performance of the system.

Systems Analysis and Programming Director:

Develops software within an organization. Directs the software engineering function in developing, releasing, and maintaining software applications/operating systems according to business needs.

Systems Engineer:

Performs a variety of systems engineering tasks and activities that are broad in nature and are concerned with major systems design, integration, and implementation, including personnel, hardware, software, budgetary, and support facilities and/or equipment. Provides quality assurance review and the evaluation of new and existing software products.

Systems Management Technologist:

Analyzes, develops, operates, and maintains software libraries and catalogs. Provides support and direction for user groups in the use of the software/hardware systems and programs to support an integrated system.

Technical Editor:

Responsible for content of technical documentation. Checks author's document for spelling, grammar and content problems (e.g., missing instructions or sections; redundant or unnecessary sections). Accuracy of content may fall under this position or the programmer, depending on the expertise of the editor. Ensures that documents follow the style laid out in the organization's style guide. May also be responsible for maintaining the style guide. Suggests revisions to the style guide as appropriate. Editor is often a technical writer who has moved to this position. Note: This description is for a technical editor in a large software house or an editor in a technical lab, which produces papers for publication. Newsletter, newspaper, or magazine editors should not be matched to this position.

Technical Writer:

Writes a variety of technical articles, reports, brochures, and/or manuals for documentation for a wide range of uses. Coordinates the display of graphics and the production of the document.

Telecommunications Analyst/Technician:

Provides maintenance of the switching equipment. Performs more complex activities for routine maintenance on switch. Reads and interprets circuit diagrams and electrical schematics.

Telecommunications Engineer/Analyst – Intermediate:

Under general supervision, responsible for moderately complex engineering and/or analytical activities associated with one or more technical areas within the telecom function (such as, but not limited to, network design, engineering, implementation, or operations/user support). Typically requires two to four years of technical telecom experience.

Telecommunications Engineer/Analyst - Senior:

Under general direction, responsible for complex engineering and/or analytical tasks and activities associated with one or more technical areas within the telecom function such as, but not limited to, network design, engineering, implementation, or operations/user support. Typically requires six to eight years of technical telecom experience.

Telecommunications Manager - Multiple Incumbents:

A multiple incumbent position with broad management responsibility for all areas of the telecommunications function. Position may be structured to address the needs of individual "customer" groups (e.g., organization divisions or business lines) or may reflect total management responsibilities (including planning, engineering, implementation, and operations) for either voice or data communications in a separated network environment. Manages/coordinates day-to-day planning, design, operations, maintenance, and resource allocation including client server support and strategic and tactical planning. Coordinates with

customers, vendors, and corporate management. May be responsible for billing systems. Interfaces with Senior/Executive Management to coordinate telecommunications plans with overall business plan. Frequently reports to Telecommunications Management or information systems management.

Telecommunications Manager - Single Incumbent:

A single incumbent position with broad management responsibility for all areas of the telecommunications function. Manages and coordinates the day-to-day planning, design, operations, and maintenance of the telecommunications voice and/or data networks including client server support consistent with customer needs, organization objectives, and technological resources. Responsible for telecommunications strategic and tactical planning. Coordinates with customers, vendors, and corporate management. Responsible for department resource allocation. May be responsible for billing systems. Interfaces with Senior/Executive Management to coordinate telecommunications plans with organization's business plan.

Telecommunications Network Help Desk:

Responds to user complaints to research complex problems associated with the organization's telecommunications networks (voice and/or data). Diagnoses problem source through discussions with users. Coordinates with internal company support and operations groups and/or with vendors to resolve problems. Follows up with users to ensure problem has been resolved. Develops supporting documentation of all activities.

Telecommunications Programmer/Systems Analyst - Intermediate:

Under general supervision, develops telecommunications solutions to address user needs. May interface with users to define needs. Assists in the design, development, and testing of communications software interface programs. Usually involved in the implementation and testing of projects. Requires knowledge of communication protocols, hardware, and real-time operating system programming. Requires proficiency in one or more programming languages such as Assembler, FORTRAN, or "C". Typically requires two to four years of experience in telecommunications programming.

Telecommunications Programmer/Systems Analyst - Senior:

Under general direction, develops telecommunications software solutions to address user needs. Interfaces with users to define needs. Designs, develops, and tests complex communications software interface programs. Primary responsibilities usually include technical feasibility studies and design phases of project. Requires strong knowledge of communication protocols, hardware, and real time operating system programming. May serve as project leader for lower level programmers. Requires high level of proficiency in one or more programming

languages such as Assembler, FORTRAN, or "C". Typically requires four to six years of experience in telecommunications programming.

Telecommunications Technician:

Installs, troubleshoots, repairs and maintains telecommunications equipment. Provides reports, completes requests for new service, determines methodology for installing telephone service, determines appropriateness of moderate equipment changes or modifications, call switches, test trunks, test links and installs communication circuits.

Telecommunications/Communications Integration Engineer:

Provides technical direction and analysis for telecommunication activities, including planning, designing, integrating, installing and maintaining large-scale telecommunications/ communications networks and services with computer systems. Applies telecommunications/communications engineering principles and theory to propose design and configuration alternatives. Analyzes network performance, usage and traffic flows, accesses and interfaces, transmission techniques, and protocols to interface with computer systems.

Test Engineer:

Subject matter specialist providing testing know-how in for the support of user requirements of complex to highly complex software/hardware applications. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection.

UNIX Systems Administrator:

Responsible for the installation, configuration, and maintenance of UNIX operating systems. Recognizes and troubleshoots problems with server hardware and applications software. Establishes and documents standards and procedures for management review. Requires extensive knowledge of computer operations and familiarity with shell and kernel programming. Typically requires two to four years of experience.

Voice Communications Administrator :

Monitors and responds to facility hardware and software problems. Assists vendor support service groups to ensure proper escalation during outages or periods of degraded system performance. Makes phone system additions, changes, and installs new station equipment. Requires knowledge of monitoring equipment.

Voice Communications Manager – Planning & Implementation:

Ensures that adequate and appropriate planning is provided for remote hardware and communications facilities to develop and implement methodologies for analysis, installation, and support of voice communications systems. Provides coordination in the analysis, acquisition, and installation of remote hardware and software. Interfaces with internal and external customers and vendors to determine system needs. Manages the training and efforts of a staff responsible for system and network planning and analysis activities. May include billing/chargeback responsibilities. Typically requires at least eight to ten years of experience in software/hardware voice network design and analysis usually in a telephone operating

organization. Frequently reports to a Telecommunications Department Director/Manager or Planning and Engineering Manager.

Voice Communications Technician:

Monitors and responds to complex technical control facility hardware and software problems. Interfaces with vendor support service groups to ensure proper escalation during outages or periods of degraded system performance. Maintains PBX/systems and associated hardware.

Web Content Administrator:

Responsible for developing and providing content that will motivate and entertain users so that they regularly access the website and utilize it as a major source for information and decision making. Responsible for managing/performing website editorial activities including gathering and researching information that enhances the value of the site. Locates, negotiates and pursues content. Seeks out customers to gather feedback for website improvement and enhancements. Requires experience in production management, web page design, HTML and web graphics types and standards. Requires two years of experience in this field.

Web Content Analyst:

Provides for development and content that will motivate and entertain users so that they regularly access the website and utilize it as a major source for information and decision-making. Provides managing/performing website editorial activities including gathering and researching information that enhances the value of the site.

Web Designer:

Under direct supervision, designs and builds web pages using a variety of graphics software applications, techniques, and tools. Designs and develops user interface features, site animation, and special effects elements. Contributes to the design group's efforts to enhance the appeal of the organization's online offerings. Designs the website to support the organization's strategies and goals relative to external communications. Typically requires one to three years of experience in the area of web design. Requires knowledge of web-based technologies including browsers ASP pages, HTML code, object-oriented technology, and graphics software.

Web Marketing Manager :

Responsible for developing and implementing the organization's web strategies for promoting products and services through strategic marketing on the website. Responsible for assisting in the creation and implementation of the web marketing plan. Works closely with design and content management team to ensure site meets marketing objectives. Monitors site access patterns to adjust strategies and plans. Requires understanding of web technologies.

Web Operations Manager :

Responsible for ongoing oversight of web strategy and operations. Develops business plan

and annual budget for website function. Accountable for budget, staff planning, management, and product and service delivery. Oversees operational activities of the website(s) with specific attention aimed at content creation and website maintenance. Requires experience with web technologies and web page design.

Web Project Manager :

Serves as project manager of a development team responsible for planning, developing, and deploying websites including preparation of text, graphics, audio, and video for web pages. Works directly with partners and clients to determine project scope and specifications. Coordinates the work of design and development teams to implement online designs. Reviews progress, manages resources, and ensures overall quality of completed website. Typically requires experience in management and understanding of web technologies.

Web Security Administrator :

Under general supervision, performs all procedures necessary to ensure the safety of the organization's website and transactions across the Internet including the protection of confidential order information and external business-to-business connections. Applies Internet firewall and encryption technologies to maintain organizational and customer security. Ensures that the user community understands and adheres to established security procedures. Updates and deletes users, monitors and performs follow-up compliance violations, and develops security policies and practices and guidelines. Requires experience in Firewall/DMZ design and implementation.

Web Security Analyst:

Performs all procedures necessary to ensure the safety of the organization's website and transactions across the Internet/intranet. Applies Internet firewall technologies to maintain security. Ensures that the user community understands and adheres to necessary procedures to maintain security. Updates and deletes users, monitors and performs follow-up on compliance violations, and develops security policies, practices, and guidelines.

Web Software Developer:

Designs, develops, troubleshoots, debugs, and implements software code (such as HTML, CGI, and JavaScript) for a component of the website. Works with graphic designers and other members of a project team to develop the site concept, interface design, and architecture of the website. Responsible for interface implementation. Integrates web applications with backend databases. Deploys large web-based transaction systems using application servers. Researches, tests, builds, and coordinates the integration of new products per production and client requirements. Requires strong navigation and site-design instincts.

Web Technical Administrator:

Under general supervision, responsible for achieving overall technical integrity of organization's website. Maintains and upgrades hardware and software including website technical architecture related to hardware and telecommunication connectivity. Administers e-mail, chat and FTP services. Communicates router configuration changes and troubleshoots system errors and bugs. Maintains servers, creates monitoring reports and logs, and ensures functionality of links. Creates tools to ease production process. Automates routine procedures. Works on system-level services to ensure proper patch levels on applications and operating systems. Monitors database integrity. Monitors site for acceptable performance and user accessibility. Establishes backups and monitors site security. Typically requires experience in systems technologies.

LIST OF ACRONYMS

ACH	Automated Clearing House
ACO	Administrative Contracting Officer
BLS	Bureau of Labor Statistics
BOP	Basic Contract Option Period
BPA	Blanket Purchase Agreement
CAF	Contract Access Fee
CAP	Contract Administration Plan
CAV	Contractor Assistance Visits
CCR	Central Contractor Registration
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CONUS	Contiguous United States
COP	Contract Ordering Period
COR	Contracting Officer Representative
COTR	Contracting Officer Technical Representative
CPRM	Contract Payment and Reporting Module
DB	Davis-Bacon Act
DFARS	Defense Federal Acquisition Regulation Supplement
DHNDAA	Duncan Hunter National Defense Authorization Act
DICAP	Department of Defense Information Assurance Certification and Accreditation Process
DoD	Department of Defense
DPA	Delegation of Procurement Authority
DSSR	Department of State Standardized Regulation EA Executive Agent
ECI	Employment Cost Index
EFT	Electronic Funds Transfer
EPEAT	Electronic Products Environmental Assessment Tool FA Functional Area
FAR	Federal Acquisition Regulation
FAS	Federal Acquisition Service
FBO	FedBizOpps
FFP	Firm Fixed Price
FIPS PUB	Federal Information Processing Standards Publication
FISMA	Federal Information Security Management Act
FP	Fixed Price
GAO	Government Accountability Office
GSA	General Services Administration GWAC Governmentwide Acquisition Contract
HSPD	Homeland Security Presidential Directive IA Information Assurance
IDIQ	Indefinite Delivery, Indefinite Quantity
IEEE	Institute of Electrical and Electronics Engineers IG Inspector General
IOA	Industrial Operations Analyst
IT	Information Technology
ITS	Integrated Technology Service

ITSS	Information Technology Solutions Shop
LH	Labor Hour
MA	Multiple Award
MAP	Marketing Action Plan
MCS	Minimum Contract Sales
MPIN	Marketing Partner Identification Number
NAICS	North American Industrial Classification System
NDAA	National Defense Authorization Act
NICAP	National Information Assurance Certifications and Accreditation Process
OCO	Ordering Contracting Officer
OMB	Office of Management and Budget
PCO	Procuring Contracting Officer
PGC	Pricing Guideline Coefficients
PL	Public Law
PoP	Period of Performance
PPIRS	Past Performance Information Retrieval System
RFI	Request for Information
RFP	Request For Proposal
RFQ	Request For Quote
RP	Reporting Period
SAP	Special Access Programs
SBA	Small Business Administration
SBI	Special Background Investigations
SCA	Service Contract Act
SCI	Sensitive Compartmented Information
SOP	Standard Operating Procedure
STARS	Streamline Technology Acquisition for Resources Services
T&M	Time and Materials
USC	United States Code