



**Governmentwide Acquisition Contract (GWAC)**

**Master Contract**

**Phase One**

Version 3

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## LIST OF ACRONYMS

*Table 1 - Master Contract Acronyms*

<i>Acronym</i>	<i>Meaning</i>
<i>A&amp;E</i>	<i>Architect &amp; Engineering</i>
<i>A3-STOCR</i>	<i>Alliant 3 Summary Task Order Closeout Report</i>
<i>AAS</i>	<i>Assisted Acquisition Services</i>
<i>ACG</i>	<i>Automated Clearing House</i>
<i>ACO</i>	<i>Administrative Contracting Officer</i>
<i>ACPCCV</i>	<i>Actual Cumulative Percentage of Current Contract Value</i>
<i>ACWD</i>	<i>Actual Cumulative Whole Dollar</i>
<i>AI</i>	<i>Artificial Intelligence</i>
<i>AKA</i>	<i>Also known As</i>
<i>ANCs</i>	<i>Alaskan Native Corporations</i>
<i>ANSI</i>	<i>American National Standards Institute</i>
<i>API</i>	<i>Application Program Interfaces</i>
<i>AQL</i>	<i>Acceptable Quality Level</i>
<i>AR</i>	<i>Augmented Reality</i>
<i>ARM</i>	<i>Application Reference Model</i>
<i>ATM</i>	<i>Asynchronous Transfer Mode</i>
<i>BCY</i>	<i>Base Contract Year</i>
<i>BLS</i>	<i>Bureau of Labor Statistics</i>
<i>BOA</i>	<i>Basic Ordering Agreement</i>
<i>BPA</i>	<i>Blanket Purchasing Agreement</i>
<i>BRM</i>	<i>Business Reference Model</i>
<i>BYOD</i>	<i>Bring Your Own Device</i>

<i>Acronym</i>	<i>Meaning</i>
<i>CAD</i>	<i>Computer-Aided Design</i>
<i>CAF</i>	<i>Contract Access Fee</i>
<i>CAGE</i>	<i>Commercial and Government Entity</i>
<i>CAIA</i>	<i>CAF Adjusted Invoice Amount (CAIA)</i>
<i>CAP</i>	<i>Corrective Action Plan</i>
<i>CAS</i>	<i>Cost Accounting Standard</i>
<i>CASB</i>	<i>Cost Accounting Standards Board</i>
<i>CCM</i>	<i>Contractor Contracts Manager</i>
<i>CCO</i>	<i>Cognizant Contracting Officer</i>
<i>CCV</i>	<i>Current Contract Value</i>
<i>CDP</i>	<i>Carbon Disclosure Project</i>
<i>CE &amp; SBS</i>	<i>Contractor Engagement and Small Business Subcontracting</i>
<i>CFA</i>	<i>Chartered Financial Analyst</i>
<i>CFR</i>	<i>Code of Federal Regulations</i>
<i>GIG</i>	<i>Global Information Grid</i>
<i>CIO</i>	<i>Chief Information Officer</i>
<i>CLINS</i>	<i>Contract Line Items</i>
<i>CM</i>	<i>Contracts Manager</i>
<i>CMMC</i>	<i>Cybersecurity Maturity Model Certification</i>
<i>CMMI</i>	<i>Capability Maturity Model Integration</i>
<i>CMPR</i>	<i>Contractor Management Personnel Representative</i>
<i>CO</i>	<i>Contracting Officer</i>
<i>CONUS</i>	<i>Contiguous United States</i>
<i>COOP</i>	<i>Continuity of Operations</i>
<i>COR</i>	<i>Contracting Officer's Representative</i>

<i>Acronym</i>	<i>Meaning</i>
<i>COTR</i>	<i>Contracting Officer's Technical Representative</i>
<i>COTS</i>	<i>Commercial Off-the-Shelf</i>
<i>CPA</i>	<i>Certified Public Accountant</i>
<i>CPAF</i>	<i>Cost Plus Award Fee</i>
<i>CPAR</i>	<i>Contractor Performance Assessment Report</i>
<i>CPARS</i>	<i>Contractor Performance Assessment Reporting System</i>
<i>CPIF</i>	<i>Cost Plus Incentive Fee</i>
<i>CPM</i>	<i>Contractor Program Manager</i>
<i>CPRM</i>	<i>Contract Payment Reporting Module</i>
<i>CPSR</i>	<i>Contractor Purchasing System Review</i>
<i>CPU</i>	<i>Computer Processing Unit</i>
<i>CR</i>	<i>Cost-Reimbursement</i>
<i>CRM</i>	<i>Consolidated Reference Model</i>
<i>CRMgmt</i>	<i>Customer Relationship Management</i>
<i>CSCS</i>	<i>Contract Security Classification Specification</i>
<i>C-SCRM</i>	<i>Cybersecurity Supply Chain Risk Management</i>
<i>CTA</i>	<i>Contractor Teaming Arrangement</i>
<i>CUI</i>	<i>Controlled Unclassified Information</i>
<i>CY</i>	<i>Contract Year</i>
<i>DBAI</i>	<i>Defense Base Act Insurance</i>
<i>DCAA</i>	<i>Defense Contract Audit Agency</i>
<i>DCMA</i>	<i>Defense Contract Management Agency</i>
<i>DCSA</i>	<i>Defense Counterintelligence and Security Agency</i>
<i>DFARS</i>	<i>Defense Federal Acquisition Regulation Supplement</i>
<i>DHNDAA</i>	<i>Duncan Hunter National Defense Authorization Act of 2009</i>

<i>Acronym</i>	<i>Meaning</i>
<i>DNI</i>	<i>Director of National Intelligence</i>
<i>DoD IEA</i>	<i>Department of Defense Information Enterprise Architecture Reference Model</i>
<i>DODB</i>	<i>Direct Order Direct Bill</i>
<i>DOL</i>	<i>Department of Labor</i>
<i>DPA</i>	<i>Delegation of Procurement Authority</i>
<i>DRM</i>	<i>Data Reference Model</i>
<i>DSL</i>	<i>Digital Subscriber Line</i>
<i>DSN</i>	<i>Defense Switched Network</i>
<i>DSSR</i>	<i>Department of State Standardized Regulations</i>
<i>EA</i>	<i>Enterprise Architecture</i>
<i>EAI</i>	<i>Enterprise Application Integration</i>
<i>ECI</i>	<i>Employment Cost Index</i>
<i>EDI</i>	<i>Electronic Data Interchange</i>
<i>EFT</i>	<i>Electronic Funds Transfer</i>
<i>EIA</i>	<i>Electronic Industries Alliance</i>
<i>EIE</i>	<i>Enterprise Information Environment</i>
<i>EIT</i>	<i>Electronic and Information Technology</i>
<i>EPA</i>	<i>Environmental Protection Agency</i>
<i>eSRS</i>	<i>Electronic Subcontracting Reporting System</i>
<i>ET</i>	<i>Emerging Technology</i>
<i>EULA</i>	<i>End User License Agreement</i>
<i>EVMS</i>	<i>Earned Value Management System</i>
<i>FDO</i>	<i>Fee Determination Official</i>
<i>F.O.B.</i>	<i>Freight On Board</i>

<i>Acronym</i>	<i>Meaning</i>
<i>FAPIIS</i>	<i>Federal Awardee Performance and Integrity Information System</i>
<i>FAR</i>	<i>Federal Acquisition Regulation</i>
<i>FASCSA</i>	<i>Federal Acquisition Supply Chain Security Act</i>
<i>FCL</i>	<i>Facility Clearance Level</i>
<i>FDO</i>	<i>Fee Determination Official</i>
<i>FEA</i>	<i>Federal Enterprise Architecture</i>
<i>FEAF</i>	<i>Federal Enterprise Architecture Framework</i>
<i>FFP</i>	<i>Firm-Fixed-Price</i>
<i>FHA</i>	<i>Federal Health Architecture</i>
<i>FIPS PUB</i>	<i>Federal Information Processing Standards Publication</i>
<i>FOIA</i>	<i>Freedom of Information Act</i>
<i>FPDS</i>	<i>Federal Procurement Data System [AKA FPDS-Next Generation (FPDS-NG)]</i>
<i>FPRA</i>	<i>Forward Pricing Rate Agreements</i>
<i>FPRR</i>	<i>Forward Pricing Rate Recommendation</i>
<i>FSM</i>	<i>Federal Service Manager</i>
<i>FSS</i>	<i>Federal Supply Schedules</i>
<i>FTP</i>	<i>File Transfer Protocol</i>
<i>G&amp;A</i>	<i>General and Administrative Expenses</i>
<i>GAAP</i>	<i>Generally Accepted Accounting Principles</i>
<i>GAO</i>	<i>General Accountability Office</i>
<i>GGPM</i>	<i>GSA GWAC Program Manager</i>
<i>GPAT</i>	<i>Government Product and Services Accessibility Template</i>
<i>GPE</i>	<i>Government Point of Entry</i>
<i>GPRA</i>	<i>Government Performance and Results Act</i>

<i>Acronym</i>	<i>Meaning</i>
<i>GPS</i>	<i>Global Positioning Systems</i>
<i>GSA</i>	<i>General Services Administration</i>
<i>GSAM</i>	<i>General Services Administration Acquisition Manual</i>
<i>GSAR</i>	<i>General Services Administration Acquisition Regulation</i>
<i>GWAC</i>	<i>Governmentwide Acquisition Contract</i>
<i>HIT</i>	<i>Health Information Technology</i>
<i>HSPD-12</i>	<i>Homeland Security Presidential Directive 12</i>
<i>HTR/F&amp;RP</i>	<i>Highest Technically Rated Offerors with a Fair and Reasonable Price</i>
<i>HTRQ</i>	<i>Highest Technically Rated Qualifying</i>
<i>HTTP</i>	<i>Hypertext Transfer Protocol</i>
<i>HUBZone SB</i>	<i>Historically Underutilized Business Zone Small Business</i>
<i>HVAC</i>	<i>Heating, ventilation, and air conditioning</i>
<i>IaaS</i>	<i>Infrastructure as a Service</i>
<i>IAW</i>	<i>In Accordance With</i>
<i>IDIQ</i>	<i>Indefinite Delivery, Indefinite Quantity</i>
<i>IDS</i>	<i>Intrusion Detection System</i>
<i>IEC</i>	<i>International Electrotechnical Commission</i>
<i>IoT</i>	<i>Internet of Things</i>
<i>IP</i>	<i>Internet Protocol</i>
<i>IPS</i>	<i>Intrusion Prevention System</i>
<i>IPv4</i>	<i>Internet Protocol Version 4</i>
<i>IPv6</i>	<i>Internet Protocol Version 6</i>
<i>IRM</i>	<i>Infrastructure Reference Model</i>
<i>IRM</i>	<i>Information Resource Management</i>
<i>ISO</i>	<i>International Organization for Standardization</i>

<i>Acronym</i>	<i>Meaning</i>
<i>ISR</i>	<i>Individual Subcontracting Report</i>
<i>IT</i>	<i>Information Technology</i>
<i>ITSS</i>	<i>IT Solutions Shop</i>
<i>JV/PT</i>	<i>Joint Venture or Partnership</i>
<i>LAN</i>	<i>Local Area Network</i>
<i>LB</i>	<i>Large Business</i>
<i>L-H</i>	<i>Labor-Hour</i>
<i>LCAT</i>	<i>Labor Category</i>
<i>LPTA</i>	<i>Lowest Price Technically Acceptable</i>
<i>M2M</i>	<i>Machine-to-Machine</i>
<i>MA-IDIQ</i>	<i>Multiple Award - Indefinite Delivery, Indefinite Quantity Contracts</i>
<i>MACS</i>	<i>Multiple Award Contracts</i>
<i>MC</i>	<i>Master Contract</i>
<i>MDM</i>	<i>Mobile Device Management</i>
<i>MCL</i>	<i>Master Contract Level</i>
<i>MEMS</i>	<i>Micro-Electro-Mechanical Systems</i>
<i>Mobile IT</i>	<i>Mobile Information Technology</i>
<i>MOM</i>	<i>Messaging-Oriented Middleware</i>
<i>MPC</i>	<i>Military Payment Certificate</i>
<i>MR</i>	<i>Mixed Reality</i>
<i>MRCL</i>	<i>Meaningful Relationship Commitment Letters</i>
<i>MRG</i>	<i>Minimum Return Guarantee</i>
<i>NAICS</i>	<i>North American Industry Classification System</i>
<i>NASA</i>	<i>National Aeronautics and Space Administration</i>
<i>NDAA</i>	<i>National Defense Authorization Act</i>

<i>Acronym</i>	<i>Meaning</i>
<i>NISPOM</i>	<i>National Industrial Security Program Operating Manual</i>
<i>NIST</i>	<i>National Institute of Standards and Technology</i>
<i>NTP</i>	<i>Notice to Proceed</i>
<i>OCO</i>	<i>Ordering Contracting Officer</i>
<i>OCONUS</i>	<i>Outside the Contiguous United States</i>
<i>OCR</i>	<i>Optical Character Recognition</i>
<i>OCY</i>	<i>Option Contract Year</i>
<i>ODBC</i>	<i>Open DataBase Connectivity</i>
<i>ODC</i>	<i>Other Direct Cost</i>
<i>OFPP</i>	<i>Office of Federal Procurement Policy</i>
<i>OGP</i>	<i>Office of Governmentwide Policy</i>
<i>OLAP</i>	<i>Online Analytical Processing</i>
<i>OLAP</i>	<i>Online Analytical Processing</i>
<i>OMB</i>	<i>Office of Management and Budget</i>
<i>O*NET</i>	<i>Occupational Information Network</i>
<i>ORB</i>	<i>Object Request Broker</i>
<i>OCI</i>	<i>Organizational Conflict of Interest</i>
<i>OSBU</i>	<i>Office of Small Business Utilization</i>
<i>OSDBU</i>	<i>Office of Small and Disadvantaged Business Utilization</i>
<i>OTSB</i>	<i>Other Than Small Business</i>
<i>PaaS</i>	<i>Platform as a Service</i>
<i>PBA</i>	<i>Performance-based Acquisition</i>
<i>PCO</i>	<i>Procuring Contracting Officer</i>
<i>PDF</i>	<i>Portable Document Format</i>

<i>Acronym</i>	<i>Meaning</i>
<i>PECP</i>	<i>Professional Employee Compensation Plan</i>
<i>PIA</i>	<i>Privacy Impact Assessments</i>
<i>PIV</i>	<i>Personal Identity Verification</i>
<i>PL</i>	<i>Public Law</i>
<i>PM</i>	<i>Program Manager</i>
<i>PMR</i>	<i>Program Management Review</i>
<i>POAM</i>	<i>Plan of Action and Milestones</i>
<i>POC</i>	<i>Point of Contact</i>
<i>PoP</i>	<i>Period of Performance</i>
<i>PPIRS</i>	<i>Past Performance Information Retrieval System</i>
<i>PQP</i>	<i>Preliminary Qualifying Proposal</i>
<i>PRM</i>	<i>Performance Reference Model</i>
<i>PROMESA</i>	<i>Puerto Rico Oversight, Management, and Economic Stability Act</i>
<i>PRS</i>	<i>Performance Requirements Summary</i>
<i>PSP</i>	<i>Preliminary Screening Process</i>
<i>PWS</i>	<i>Performance Work Statement</i>
<i>QAE</i>	<i>Quality Assurance Evaluator</i>
<i>QASP</i>	<i>Quality Assurance Surveillance Plan</i>
<i>QCP</i>	<i>Quality Control Plan</i>
<i>RADIUS</i>	<i>Remote Authentication Dial-In User Service</i>
<i>RDF</i>	<i>Resource Description Framework</i>
<i>RFI</i>	<i>Request for Information</i>
<i>RFID</i>	<i>Radio Frequency Identification</i>
<i>RFP</i>	<i>Request for Proposal</i>
<i>RFQ</i>	<i>Request for Quotation</i>

<i>Acronym</i>	<i>Meaning</i>
<i>ROM</i>	<i>Rough Order of Magnitude</i>
<i>SaaS</i>	<i>Software as a Service</i>
<i>SAM</i>	<i>System for Award Management</i>
<i>SAP</i>	<i>Special Access Programs</i>
<i>SARA</i>	<i>Services Acquisition Reform Act of 2003</i>
<i>SASE</i>	<i>Secure Access Service Edge</i>
<i>SAT</i>	<i>Simplified Acquisition Threshold</i>
<i>SB</i>	<i>Small Business Concern</i>
<i>SBA</i>	<i>Small Business Administration</i>
<i>SBCTA</i>	<i>Small Business Contractor Teaming Arrangement</i>
<i>SBI</i>	<i>Special Background Investigations</i>
<i>SBIR</i>	<i>Small Business Innovation Research</i>
<i>SBJV</i>	<i>Small Business Joint Venture or Partnership</i>
<i>SBMP</i>	<i>Small Business Mentor-Protégé</i>
<i>SBSP</i>	<i>Small Business Subcontracting Plan</i>
<i>SBSUBK</i>	<i>Small Business with Subcontractor(s)</i>
<i>SCI</i>	<i>Sensitive Compartmented Information</i>
<i>SCLS</i>	<i>Service Contract Labor Standards</i>
<i>SCLS</i>	<i>Service Contract Labor Standards</i>
<i>SCRM</i>	<i>Supply Chain Risk Management</i>
<i>SDB</i>	<i>Small Disadvantaged Business</i>
<i>SDVOSB</i>	<i>Service-Disabled Veteran-Owned Small Business</i>
<i>SF</i>	<i>Standard Form</i>
<i>SIEMs</i>	<i>Security Information and Event Management</i>
<i>SIG</i>	<i>Shared Interest Group</i>

<i>Acronym</i>	<i>Meaning</i>
<i>SME</i>	<i>Subject Matter Expert</i>
<i>SMTP</i>	<i>Simple Mail Transfer Protocol</i>
<i>SOAP</i>	<i>Simple Object Access Protocol</i>
<i>SOCs</i>	<i>Standard Occupational Classifications</i>
<i>SOFAs</i>	<i>Status of Forces Agreements</i>
<i>SOO</i>	<i>Statement of Objectives</i>
<i>SOP</i>	<i>Standard Operating Procedure</i>
<i>SOW</i>	<i>Statement of Work</i>
<i>SP</i>	<i>Special Publication</i>
<i>SQL</i>	<i>Structured Query Language</i>
<i>SRM</i>	<i>Security Reference Model</i>
<i>SSP</i>	<i>System Security Plan</i>
<i>SSR</i>	<i>Summary Subcontract Report</i>
<i>STTR</i>	<i>Small Business Technology Transfer</i>
<i>T&amp;M</i>	<i>Time and Materials</i>
<i>TCOR</i>	<i>Task Order Level Contracting Officer's Representative</i>
<i>TCOTR</i>	<i>Task Order Level Contracting Officer's Technical Representative</i>
<i>TDA</i>	<i>Temporary Duty Assignment</i>
<i>TDV</i>	<i>Total Dollar Value</i>
<i>TINA</i>	<i>Truth in Negotiations Act</i>
<i>TOL</i>	<i>Task Order Level</i>
<i>TOs/TO</i>	<i>Task Orders/Task Order</i>
<i>TOS</i>	<i>Terms of Service</i>
<i>UDDI</i>	<i>Universal Description, Discovery, and Integration</i>
<i>UEI</i>	<i>Unique Entity Identifier</i>

<i>Acronym</i>	<i>Meaning</i>
<i>URL</i>	<i>Universal Resource Locator</i>
<i>U.S.C.</i>	<i>United States Code.</i>
<i>USDA</i>	<i>U.S. Department of Agriculture</i>
<i>VAT</i>	<i>Voluntary Product Accessibility Template</i>
<i>VETS</i>	<i>Veterans' Employment and Training Service</i>
<i>VM</i>	<i>Virtual Machine</i>
<i>VOIP</i>	<i>Voice Over Internet Protocol</i>
<i>VOSB</i>	<i>Veteran-Owned Small Business</i>
<i>VPN</i>	<i>Virtual Private Network</i>
<i>VR</i>	<i>Virtual Reality</i>
<i>WAN</i>	<i>Wide Area Network</i>
<i>WOSB</i>	<i>Woman-Owned Small Business</i>
<i>WSDL</i>	<i>Web Services Description Language</i>
<i>XaaS</i>	<i>Anything-as-a-Service</i>
<i>XML</i>	<i>Extensible Markup Language</i>
<i>XR</i>	<i>Extended Reality</i>

## **SECTION A - SOLICITATION/CONTRACT FORM**

**THE OFFICIAL SF-26 FORM IS SEPARATELY ATTACHED**

(END OF SECTION A)

## **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1 General**

The Alliant 3 Governmentwide Acquisition Contract (GWAC) is a Multiple Award, Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract to provide information technology (IT) services-based solutions through performance of a broad range of IT services, which may include the integration of various technologies critical to the services being acquired.

A Task Order is defined as “an order for services placed against an established contract or with Government sources,” Federal Acquisition Regulation (FAR) 2.101. Task Orders are issued by federal agencies off the GSA Alliant 3 GWAC.

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

Hereafter, the Alliant 3 GWAC is also referred to as the “Master Contract,” while “Base Contract” will refer to the prime contractor-held Alliant 3 contract. Task Orders issued under the Master Contract will be referred to as either “Task Order(s)”, “TO(s)”, or “Order(s)”.

### **B.2 Authority**

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

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

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

### **B.3 Economy Act**

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

## **B.4 Maximum Contract Ceiling and Minimum Contract Guarantee**

- (a) Minimum. The minimum contract guarantee is \$2,500 dollars per Alliant 3 Base Contract for the full term of the Master Contract. The exercise of the option period does not re-establish a minimum contract guarantee.
- (b) The Government has no obligation to issue Task Orders to the Contractor beyond the amount specified in paragraph (a) of this section. Should the Alliant 3 Master Contract expire or be unilaterally terminated for convenience by the Government without the Contractor receiving the minimum contract guarantee, the Contractor may present a claim to the Contracting Officer (CO) for an amount not to exceed the minimum contract guarantee. The minimum contract guarantee is not applicable if an Alliant 3 Base Contract is terminated for default or is bilaterally canceled by the parties.
- (c) Maximum. As authorized by CD-2022-08, there is no maximum dollar ceiling for the Master Contract or for each individual Task Order. An unlimited number of Task Orders may be placed for the term of Alliant 3, including the Option, if exercised. Ordering Contracting Officers (OCOs) will follow regulatory and agency requirements to establish maximum dollar ceilings at the Task Order Level.

## **B.5 Performance Based Preference**

Through the direction of the OMB, Office of Federal Procurement Policy (OFPP), performance-based contracting techniques will be applied to Task Orders issued under this contract to the “maximum extent practicable.” For information about performance-based service contracts, refer to OFPP’s Best Practices Handbook located at (<https://www.whitehouse.gov/omb>).

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

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

## **B.6 Labor Categories (LCAT or LCATs)**

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

To enhance the consistency of labor and service cost/price offers and reporting, the Master Contract provides the Standard IT Service Labor Categories. (*See Attachment J-3*). These Labor Categories (LCATs), which are a subset of the Standard Occupational Classifications (SOCs) issued by the Department of Labor (DOL), Bureau of Labor Statistics Division, facilitate the standardization of labor types, descriptions, and rates across the entire contract vehicle. This approach provides the government more accurate cost forecasting, reporting, and tracking. Additionally, the Master Contract also provides for Non-Standard IT Service LCATs and Ancillary Service LCATs, as described below. The Occupational Information Network (O\*NET) System (*see Attachment J-8 Website References*) - is a comprehensive database of occupational competency profiles. The O\*NET system is based on the Standard Occupational Classification (SOC) system and also provides information on additional detailed occupations within a SOC category in selected instances.

Alliant 3 provides the following three (3) types of LCATs:

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

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

#### **B.6.1.1 Standard IT Service Labor Categories**

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

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

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

Any IT Services LCAT that does not fit within the Standard IT Service LCATs is not approved for use on Task Orders without approval of the OCO awarding the Task Order. IT Service LCATs that address new and emerging occupations for which the LCAT functional titles/descriptions do not correlate to any of the DOL SOC categories, or which may not be widely available throughout Industry, will be characterized as Non-standard IT Service LCATs.

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

The Alliant 3 LCAT Crosswalk Matrix will be posted to (<http://www.gsa.gov/alliant3>) after the Master Contract's Notice to Proceed has been issued and after all awardees have submitted their in-house LCAT and skill set terms that will be used to create the matrix. The Crosswalk Matrix will map to equivalent commercial IT LCATs functional titles with the Standardized IT Service LCAT.

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

The GSA GWAC is to be used by agencies in meeting professional IT service objectives. Use of the Ancillary Service LCATs must be (1) integral and necessary; (2) part of a total integrated solution within the scope of the Master Contract; and (3) not a Standard IT Service Labor Category specified in the Master Contract. The Contractor should propose and identify each Ancillary Service separately and the OCO should identify each Ancillary Service by a separate CLIN on the Task Order award.

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

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

- (a) T&M and L-H Task Orders or CLINS- Labor Category Types indicated in **Section B.6.1** (Standard IT Service, Non-Standard IT Service, and Ancillary Service LCATs) shall always apply to T&M and L-H contract type Task Orders and to any T&M and L-H contract type CLINS in Task Orders with multiple contract types. Maximum Rates for Standard IT Services LCATs shall only apply to T&M and L-H contract type Task Orders and to any T&M and L-H contract type CLINS in Task Orders with multiple contract types. Maximum Rates for T&M and L-H Contract types is further addressed in **Section B.11.5.1**.
- (b) Other than T&M and L-H Task Orders or CLINS- At the full discretion of the Task Order issuing agency OCO, any Labor Category Type indicated in **Section B.6.1** may be used and applied to all other contract types for any Task Order issued under this Master Contract, including Cost-Reimbursement and Fixed-Price Task Orders or Cost-Reimbursement and Fixed-Price CLINS in Task Orders with multiple contract types;

however, the Contractor's Labor Category's Maximum Rates established from this Master Contract will not apply to contract types other than T&M and L-H Task Orders.

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

GSA reserves the right to add new IT Service LCAT to the list of Standard IT Service LCATs when determined to be in the best interest of the Government. As the IT market evolves, GSA encourages the Contractor and ordering agencies to recommend new IT Service LCATs to be considered to be added to the list of Standard IT Service LCATs. With any new IT Service LCAT, GSA requests a functional description and justification narrative be included to provide the rationale for adding the new IT Service LCATs. If approved by the GSA GWAC PCO, the newly adopted IT Service LCAT will be added to the Standard IT Service LCATs and each contract holder will be afforded the opportunity to submit and negotiate labor hour pricing for the new IT Service LCAT. Ultimately, for those Contractors who establish pricing with the GSA GWAC Procuring Contracting Officer (PCO), a contract modification will be executed to add the new Standard IT Service LCAT.

### **B.7 Labor Subject to the Wage Rate Requirements (Construction)**

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

Any construction, alteration, and repair are only in scope as necessary to offer an integrated IT solution provided that it is integral to and necessary for the effort stated in the Task Order. Task Orders shall not be for the primary purpose of, or issued exclusively for, work performed under the Wage Rate Requirements (Construction).

### **B.8 Labor Subject to the Service Contract Labor Standards (SCLS)**

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

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

## **B.9 Task Order Contract Types**

Task Order contract types permitted to be issued under this Master Contract include all FAR subparts and sections listed under FAR 16.2 Fixed-Price Contracts, FAR 16.3 Cost-Reimbursement Contracts, and FAR 16.4 Incentive Contracts. Additionally, FAR Section 16.503 Requirements Contracts; FAR Section 16.601 T&M and FAR 16.602 L-H Contracts are permitted Task Order contract types. However, FAR 16.503 Requirements Contracts should be limited to not exceed the ordering period of the Master Contract. Task Orders may also incorporate FAR 17.1 Multiyear Contracting and FAR 17.2 Option periods procuring Commercial-items or Non-commercial items. These contract types can be used singly or in combination within a single Task Order comprising multiple CLINS.

### **B.9.1 Requirements Contract Type**

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

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

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

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

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

- (a) Data Center & Virtualization Services - Consolidation and migration.
- (b) Cloud Migration and Storage.
- (c) IT Disaster Recovery - Recovery, backup and replication services.
- (d) IT Managed Services - Continuous monitoring, managing and/or problem resolution for the IT systems within a business.
- (e) IT Helpdesk Services.
- (f) Intrusion Monitoring and Prevention - threat monitoring and response.
- (g) Telepresence.

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

- (a) IDIQ Contracts- A Requirements Contract type Task Order issued under this Master Contract is not an IDIQ contract. There are distinct structural and legal differences between a Requirements Contract and an IDIQ. A Requirements Contract type in this Master Contract is one in which the Government (buyer) agrees to purchase all of its needs for a particular item or service during the Task Order period from the Contractor (seller), and the seller agrees to fill all of the buyer's needs for IT services described in the Task Order. Thus, unlike an IDIQ, an essential element of a Requirements Contract type is the promise by the buyer to purchase all the subject matter within this contract type of Task Order exclusively from one seller, whereas, with an IDIQ, once the minimum is met, the buyer is not obligated to place any additional orders. Additionally, the multiple-award preference requirement does not apply as it does with an IDIQ, under FAR 16.504(c)(1). An IDIQ is also different from a Requirements Contract type in the following: (1) A Requirements Contract's guaranteed minimums are not required; (2) The Task Order Request of a Requirements Contract must state realistic estimated quantities, and (3) The buyer and seller are obligated to buy and sell on a Requirements at the prices negotiated at time of award.
- (b) A Basic Ordering Agreement (BOA), under the rules of FAR Subpart 16.703, is not a contract. It is a written instrument of understanding used when contracting for uncertain requirements for supplies or services when specific items, quantities, and prices are not known at the time the agreement is executed. Thus, a BOA, unlike a Requirements Contract, does not require a clearly defined scope or required pricing established at time of award. And because a defined scope and established pricing is required for any Task Order issued under this Master Contract, BOAs are unsuitable methods of procurement for purposes of this GSA GWAC program.
- (c) A Blanket Purchase Agreement (BPA) issued under this Master Contract falls under the rules of FAR Subpart 16.507-2(c)(3) (GSA Class Deviation RFO-2025-16). This provision allows contracting officers to establish BPAs under multiple-award IDIQ contracts. BPAs neither obligate funds nor require placement of any orders against it.

Letter contracts are not a permitted Task Order contract type under this Master Contract.

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

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

## **B.10 Order Type Preference**

The OCO will determine the Task Order type using the following order of precedence:

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

## **B.11 Task Order Pricing (All Order Types)**

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

The OCO will identify the applicable contract type for all CLINs in each GWAC Task Order.

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

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

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

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

Contractors are required to have an adequate accounting system for Cost Reimbursable type Task Orders in accordance with FAR 16.301-3(a)(3). The Contractor shall comply with all required Cost Accounting Standards unless covered by exemption under 48 CFR 9903.201-1 and 48 CFR 9903.201-2. If a Contractor does not have an approved purchasing system, the Contractor shall request and receive OCO consent to subcontract in accordance with FAR 44.201-1(b), Consent to Subcontract, and FAR 52.244-2, Subcontracts.

### **B.11.3 Incentive**

Incentives are defined under FAR Subpart 16.4, Incentive Contracts, and other applicable agency-unique regulatory supplements. The OCO will determine fair and reasonable pricing for all Incentive Task Orders and develop a plan to implement and monitor an Award-Fee, Incentive-Fee, or Award-Term result in accordance with FAR 15.4, Contract Pricing.

**B.11.4 Award Fee**

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

**B.11.5 Time-and-Material and Labor-Hour Contract Types**

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

**B.11.5.1 Maximum Rates for Time-and-Material and Labor-Hour Contract Types****(a) APPLICABLE TO THE MASTER CONTRACT.**

Maximum Rate Definition- "Maximum Rate" is a term that applies at the Master Contract Level (MCL) and is not necessarily a term used at the Task Order Level. It represents and establishes maximum allowable labor rates in the form of burdened rates for Senior Level Standard IT Service LCATs indicated in this Master Contract. The burdened rates include the direct labor cost, G&A, O/H, fringe benefits, and profit. The Maximum Rates accommodate the U.S. Government security classification up through the Secret level. These Maximum Rates apply exclusively applicable to all T&M and L-H contract type Task Orders and proposals. The Master Contract's Maximum Rates are not typically the same rates as the Fixed-Price labor rates or ceiling labor rates that are established between the Contractor and issuing agency at the Task Order Level. Ceiling rates or fixed rates on individual Labor Categories within a Task Order will be established between the Contractor and the issuing agency OCO and cannot exceed the Master Contract Maximum Rates. Task Order Ceilings or fixed rates will not change the Contractor's Maximum Rates in the Master Contract.

Escalation Rate- The burdened Maximum Rates awarded for each LCAT at initial contract award shall serve as the basis for all future year pricing for those Maximum Rates. In order to determine future year Maximum Rate pricing, the originally awarded rates will have an escalation rate applied. This **Escalation Factor** is the weighted three-

year average of the Bureau of Labor Statistics (BLS) Employment Cost Index (ECI), “*Table 5: COMPENSATION (NOT SEASONALLY ADJUSTED) for total compensation for private industry workers, by occupational group and Industry, Professional, scientific, and technical services*”.

Periodically GSA may assess the prevailing BLS ECI and update the escalation rate to mitigate effects of inflation on out-year pricing. Assessments may occur at Year 5 and at Year 10 of the Master Contract. At time of assessment, the escalation rate will be evaluated and compared to the ECI of CY1 or CY5, as applicable, to determine if an increase to the escalation rate is warranted. Evaluation steps would include:

- (1) Contract Year 5: If at Year 5 assessment the recalculated escalation rate is higher than the rate used at time of award, then the new escalation rate will be applied to calculate new maximum ceiling labor rates for the remaining contract Period of Performance (Years 6 through 15). If the recalculated rate is equal to or below the average index in Year 5, the Maximum Rates will remain unchanged.
- (2) Contract Year 10: If at Year 10 assessment the recalculated escalation rate is higher than the rate used at Year 5, then the new escalation rate will be applied to calculate new maximum ceiling labor rates for the remaining contract Period of Performance (Years 11 through 15). If the recalculated rate is equal to or below the average index in Year 5, the Maximum Rates will remain unchanged.

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

Within the ordering period of the contract and solely at its own discretion, the Government reserves the right to apply additional escalation.

**(b) APPLICABLE TO THE TASK ORDERS.**

- (1) Maximum Ceiling rates for current and future IT services requirements are determined by GSA to be fair and reasonable on the Master Contract, inclusive of the Escalation Factor. However, the Task Order issuing agencies will perform their own determination for fair and reasonable pricing for each Task Order they award.
- (2) The Master Contract Maximum Rates that are in effect at the time a Task Order is awarded shall remain with the Task Order award during the entire term of the Task Order, including any Task Orders option periods. Therefore, any price increases in LCATS triggered by the Master Contract’s Escalation Factor during the term of any active Task Order will not apply. Only newly awarded Task Orders subsequent to an Escalation Factor’s execution may be considered at the discretion of the Task Ordering issuing agency.
- (3) Based on the specific Task Order requirements, only the agency OCO is authorized to exceed the Master Contract Maximum Rates for those Labor

Categories, if necessary, for example, Top Secret/SCI labor and/or OCONUS locations, etc.

**NOTE:** The Maximum Rates include the U.S. Government security classification up through the **Secret** level. The Contractor shall always provide to the agency OCO the detailed rationale in all instances if and when the Maximum Rates of labor are exceeded. (*See Section F.3, Task Order Period of Performance*).

#### **B.11.5.2 Payments Under Time-And-Material and Labor-Hour Orders**

Payments under T&M and L-H terms (including matters related to subcontractors, materials, indirect costs, etc.) are governed by the applicable Payments Clause within the Task Order.

### **B.12 Travel Pricing (All Order Types)**

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

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

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

### **B.13 Work Outside the Contiguous United States (OCONUS)**

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

OCONUS includes:

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

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

- (a) The U.S. Department of State's Bureau of Administration, Office of Allowances (*see Attachment J-8, Website References*) publishes quarterly report indexes of living costs abroad, per-diem rate maximums, living quarters allowances, hardship differentials, and danger pay allowances for Contractors to follow when proposing on OCONUS efforts. No allowances, other than those listed by the U. S. Department of State, shall be allowed on Task Orders.
- (b) The Department of State Standardized Regulations (DSSR) (*see Attachment J-8, Website References*) are the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas; however, for Task Orders issued under the Master Contract, Contractor civilians assigned to foreign areas shall not exceed the allowances and benefits in the DSSR as well.

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

#### **B.14 GWAC Contract Access Fee (CAF)**

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

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

Based on the established CAF rate, the Contractor shall include the CAF in each proposal. The Contractor shall include the CAF as a separate cost element on all proposals to the government, regardless of contract type. The CAF shall never be treated as a negotiable element between the Contractor and the ordering agency.

If a customer organization has negotiated a CAF rate based on a special written agreement and/or Memorandum of Agreement by the GWAC Program that is other than the established CAF rate, GSA will provide advance notification. The CAF Rate, effective at time of the Task Order award, shall remain the same for that Task Order for the full term of the Order.

The Contractor remits the CAF to GSA in accordance with *Section G.21*. The total CAF collected per Order may be capped at a set amount to be determined by the Alliant 3 GWAC Program Office. For more information on this CAF Cap Memo, please see the Alliant 3 website (<http://www.gsa.gov/alliant3>).

(END OF SECTION B)

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### C.1 Scope of Work Objective

The Alliant 3 GWAC will provide Federal Government agencies with integrated IT services-based solutions for current and evolving needs on a global basis. This Master Contract allows for the application of technology to meet mission needs including the ability to perform all current and emerging IT services-based solutions required anywhere and anytime worldwide.

Integrated IT services-based solutions may be composed of IT components as described in **Section C.4**. These solutions may be tailored in Task Order Requests to meet agencies' mission requirements. Task Order work may be performed at Government or Contractor facilities located throughout the world, with the exception of foreign locations prohibited by U.S. law or regulation, to provide a variety of IT solutions and support services. IT solution services within scope of this Master Contract include new, emerging technologies that will evolve over the life of the Master Contract as supported by the Federal Enterprise Architecture (FEA), Department of Defense Information Enterprise Architecture (DoD IEA) Reference Models, and associated reference models.

### C.2 Scope of Work Overview

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

The Master Contract scope includes any and all components of an integrated IT services-based solution, including all current leading-edge technologies and any new technologies, which may emerge during the Master Contract Period of Performance. All IT development methodologies, including Agile, are supported. The Master Contract scope also includes IT services-based support of National Security Systems, as defined in FAR 39.002. The Master Contract provides IT solutions through performance of a broad range of services, which may include the integration of various technologies critical to the services being acquired. The foundation of the Scope of the Master Contract is built on the most current FEA and DoD IEA Reference Models. (*See Attachment J-8, Website References*). As the definition of IT changes over the lifecycle of the Master Contract with the evolving FEA and DoD IEA models, the scope of the Master Contract will be considered to coincide with the current IT definition at any given time.

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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

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

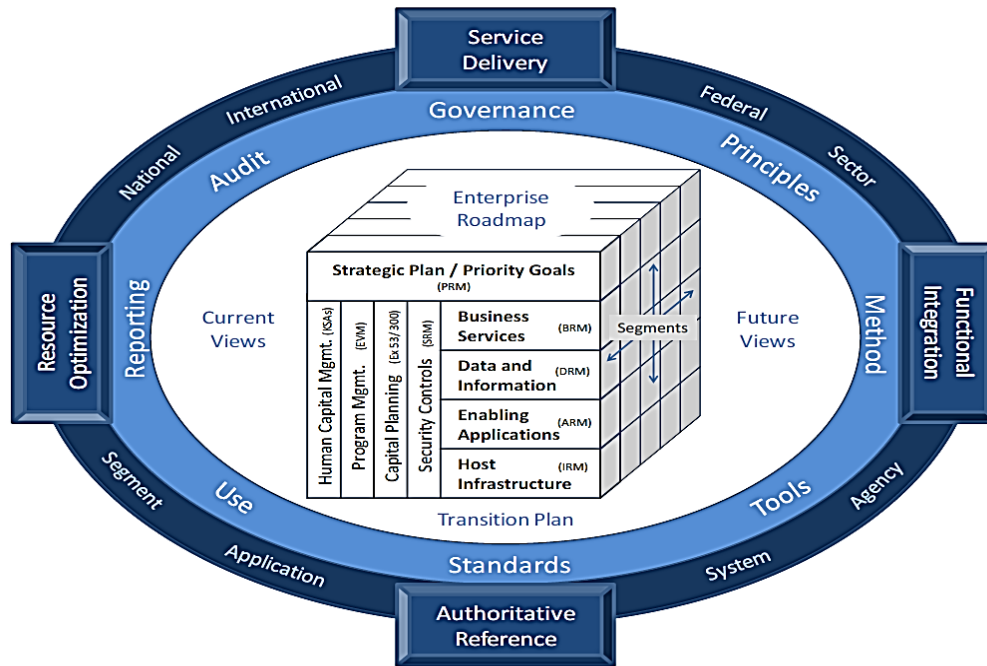
- (a) 3-D Printing Integration.
- (b) Agile Development.
- (c) Artificial Intelligence.
- (d) Biometrics /Identity Management.
- (e) Cloud Computing.
- (f) Context-aware Computing.
- (g) Critical Infrastructure Protection and Information Assurance.
- (h) Cyber Security.
- (i) Cyber Security Mesh.
- (j) Data Centers and Data-Center Consolidation.
- (k) Data Fabric.
- (l) Decision Intelligence.
- (m) Digital Government.
- (n) Digital Trust and Identity Integration and Management.
- (o) Digitization and Imaging.
- (p) Digital Process Automation.
- (q) Distributed Ledger.
- (r) Energy Measurement and Management.
- (s) Enterprise App Stores and Mobile Security.
- (t) Enterprise Resource Planning.
- (u) Integration Services.
- (v) Internet of Things.
- (w) IPV6 Migration & Upgrades.
- (x) IT Helpdesk, Operations, or Maintenance.
- (y) IT Services for Healthcare.
- (z) IT Services for Integrated Total Workplace Environment.

- (aa) Mobile-Centric Application Development, Operations and Management.
- (bb) Modeling and Simulation.
- (cc) Network Operations, Infrastructure, and Service Oriented Architecture.
- (dd) Open-Source Integration and Customization.
- (ee) Outsourcing IT Services.
- (ff) Quantum Computing / Networking / Machine Learning.
- (gg) Robotic Process Automation.
- (hh) Secure Access Service Edge (SASE).
  - (ii) Sensors, Devices and Radio Frequency Identification (RFID).
  - (jj) Shared IT Services.
- (kk) Software Development.
- (ll) Virtualization.
- (mm) Voice Over Internet Protocol (VOIP).
- (nn) Web Analytics.
- (oo) Web Application & Maintenance.
- (pp) Web Services.
- (qq) Web Hosting.
- (rr) XR (Extended Reality) - Virtual Reality (VR) / Augmented Reality (AR) / Mixed Reality (MR).
- (ss) Zero-trust Networks.

### **C.3 Foundation of the Scope of Work**

Overview of Federal Enterprise Architecture Framework (FEA, FEAF) and Department of Defense Information Enterprise Architecture (DoD IEA):

- (a) Solutions to Integrated IT services-based requirements are comprised of some or all components and functional areas associated with FEA and DoD IEA and may be tailored to meet agency needs. By aligning the scope of the Master Contract to FEA/DoD IEA, users have access to the entire spectrum of current and emerging IT services, all Ancillary: services and products required to successfully meet the agency mission.
- (b) The Contractor shall promote IT services-based solutions that support Federal Government operational requirements for standardized technology and application service components. This shall facilitate integration requirements for broad Federal IT and e-Gov Initiatives, as well as promote the sharing, consolidation, and “re-use” of business processes and systems across the Federal government. The Contractor shall promote the use of open-source solutions and open technology development where practicable to enable the “re-use” in accordance with the underlying tenets of FEA/DoD IEA and to address any number of areas of interest within the limits of IT and supporting services and disciplines.



**Figure 1 - Federal Enterprise Architecture (FEA)**

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

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

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

**C.3.1 FEA Reference Model Detailed Descriptions**

Enterprise Architecture (EA) supports planning and decision-making through documentation and information that provides an abstracted view of an enterprise at various levels of scope and detail. The Common Approach to Federal Enterprise Architecture, released in May 2012, as part of the federal Chief Information Officer’s (CIO) policy guidance and management tools for increasing shared approaches to IT service delivery, presents an overall approach to developing and using Enterprise Architecture in the Federal Government. The Common Approach promotes increased levels of mission effectiveness by standardizing the development and use of architectures within and between Federal Agencies. This includes principles for using EA to

help agencies eliminate waste and duplication, increase-shared services, close performance gaps, and promote engagement among government, industry, and citizens.

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

- (a) Strategy.
- (b) Business.
- (c) Data.
- (d) Applications.
- (e) Infrastructure.
- (f) Security.

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

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

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

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

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

### **C.3.1.1 Overview of the Collaborative Planning Methodology (CPM)**

Planning is done to affect change in support of an organization's Strategic Plan, and the many types of planners (e.g., architects, organization and program managers, strategic planners, capital planners, and other planners) must work together to develop an integrated, actionable plan to implement that change. Planning should be used to determine the exact changes that are needed to implement an organization's Strategic Plan, enable consistent decision-making, and provide measurable benefits to the organization. In short, an organization's Strategic Plan should be executed by well-rounded planning that results in purposeful projects with measurable benefits.

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

### **C.3.2 Consolidated Reference Models**

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

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

## Consolidated Reference Model (CRM)

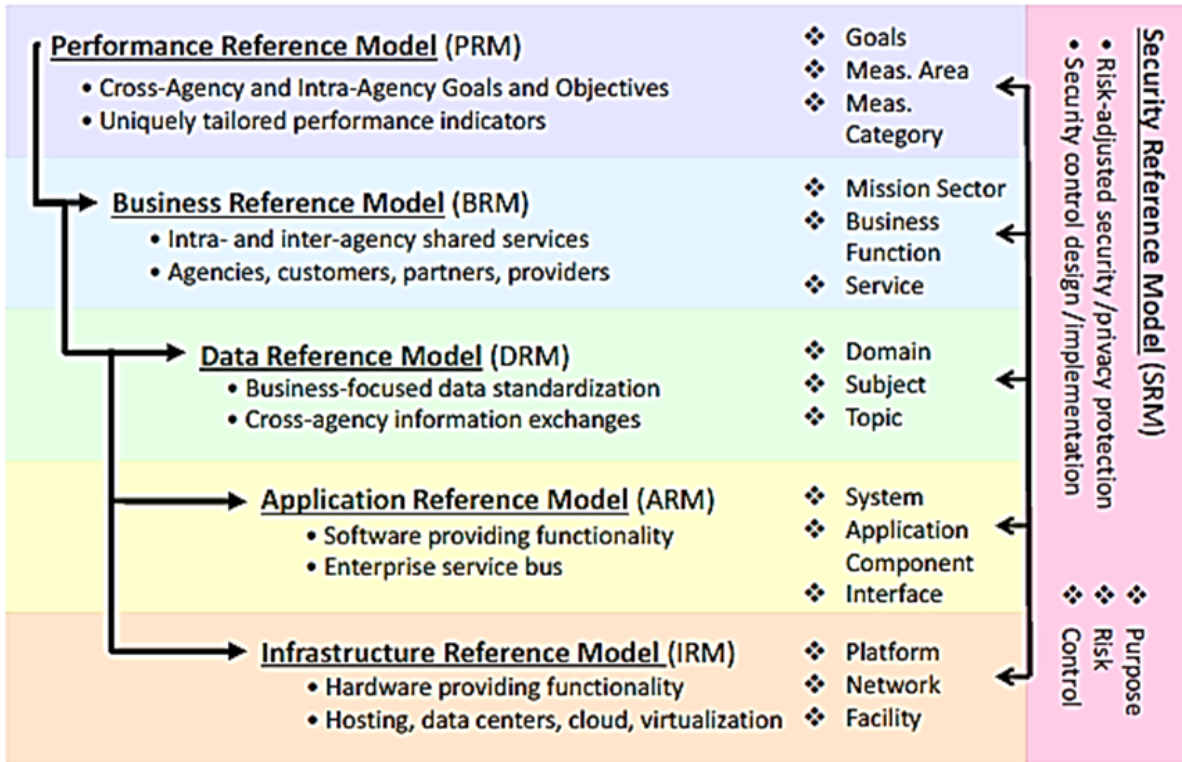


Figure 2 - Consolidated Reference Model (CRM)

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

Significantly more detail about the structure, taxonomy, and associated methods of the reference models is available online. (See Attachment J-8, Website References).

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

### C.3.3 Performance Reference Model (PRM)

The PRM is designed to provide linkage between investments or activities and the strategic vision established by agencies and the Federal Government. Historically, linking information management investments and activities has been anecdotal due to a lack of standard approach to describing agency and cross-agency performance attributes. The Government Performance and Results Modernization Act (GPRM) of 2010 requires the government to publish performance information through a central website and make strategic plans and performance reports available in machine readable formats. (See Attachment J-8, Website References). This advance enables more comprehensive and consistent linking of investments and activities to

Agency strategic goals and objectives, Agency priority Goals, Cross Agency Priority goals and management areas of focus. The PRM leverages the requirements of the GPRA Act to establish mechanisms to link directly to the authoritative performance elements published in compliance with the law and provides the means for use of future developments in the mandated central performance website Performance.gov.

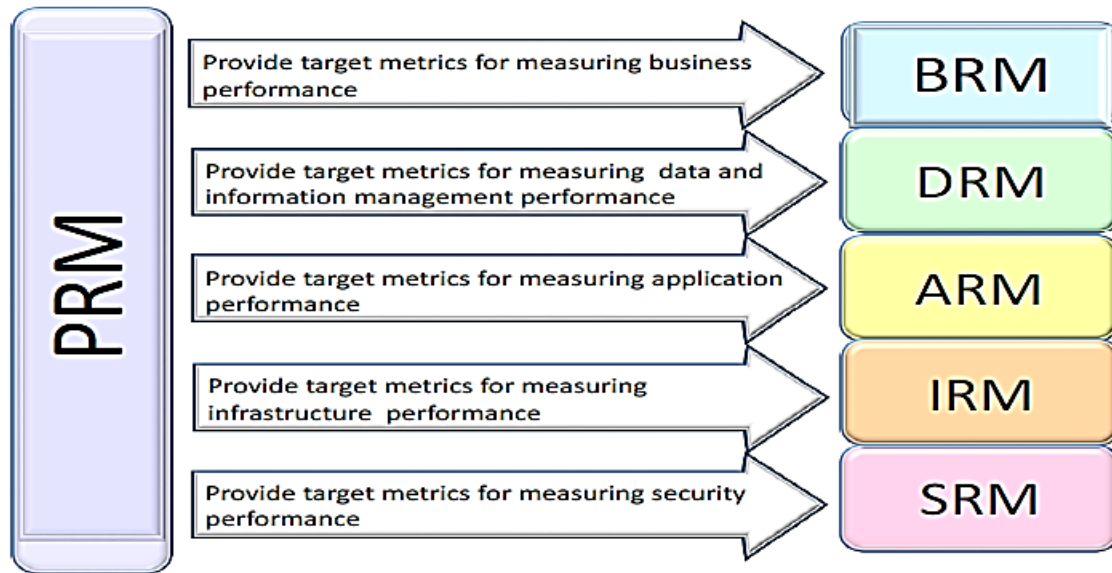
There are three areas to the PRM. The first is the Goal. This enables grouping of investments and activities through a common and authoritative framework established by agencies in compliance with OMB direction and the GPRA Modernization Act of 2010. It allows the identification of common performance elements across investments or activities, and in the future will enable cross platform information linkages between systems such as Performance.gov and the IT Dashboard.

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

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

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

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



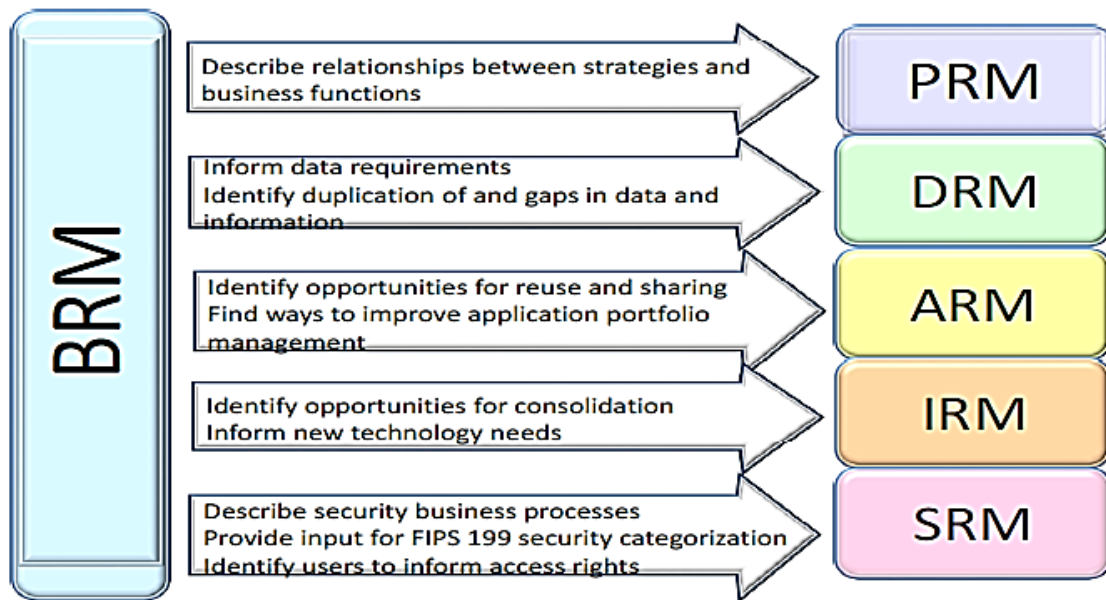
*Figure 3 - The Performance Reference Model - (PRM)*

#### C.3.4 Business Reference Model (BRM)

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

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

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



*Figure 4 - The Business Reference Model - (BRM)*

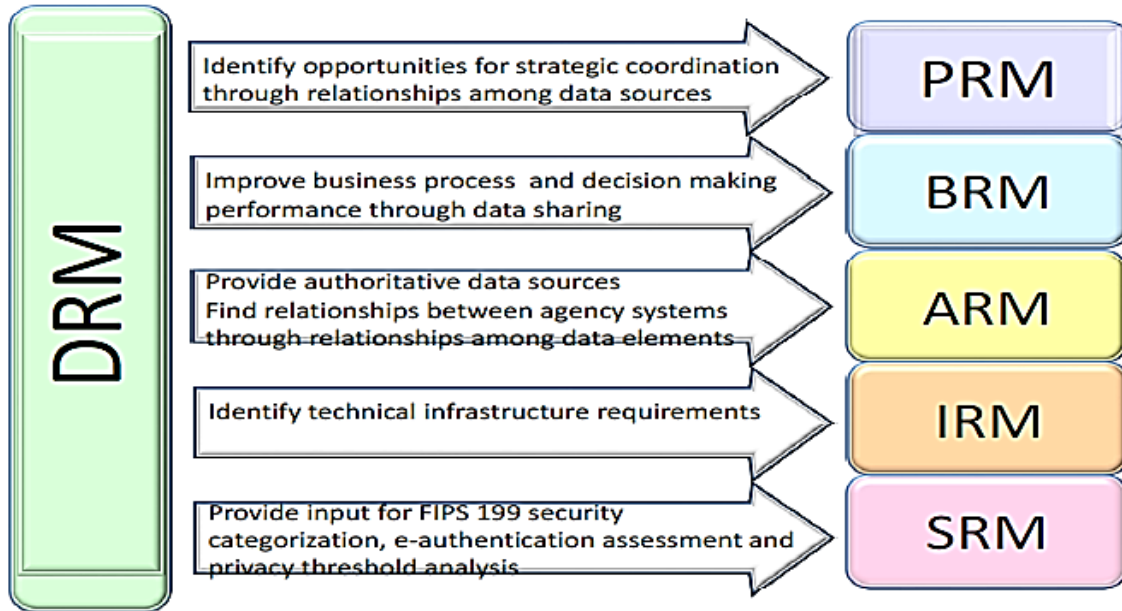
The BRM forms a key part in delivering expected outcomes and business value to an organization. By using a standard taxonomy to classify functions, investments, programs, services and other elements across the Federal Government, the BRM is useful in identifying opportunities for cost reduction, collaboration,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

### **C.3.5 Data Reference Model (DRM)**

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

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

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



*Figure 5 - The Data Reference Model - (DRM)*

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

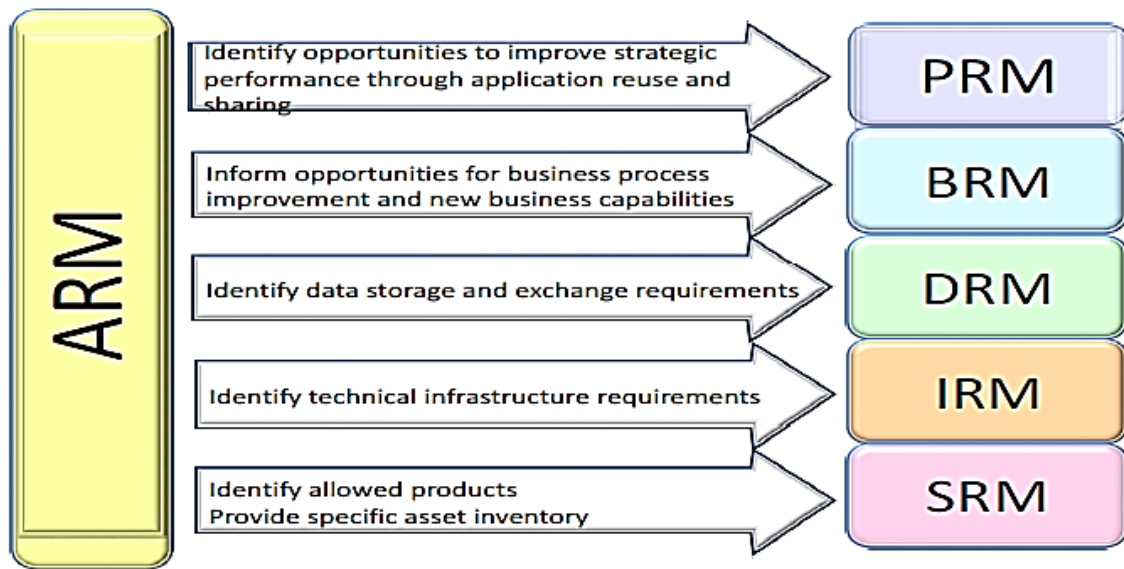
### **C.3.6 Application Reference Model (ARM)**

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

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

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

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



*Figure 6 - The Application Reference Model - (ARM)*

### C.3.7 Infrastructure Reference Model (IRM)

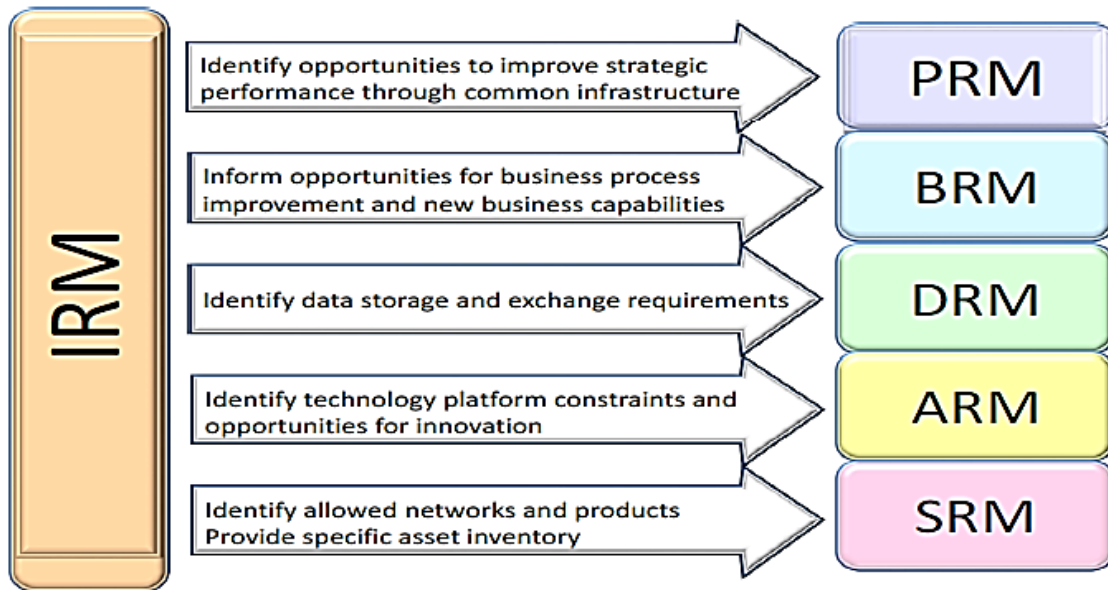
The IRM is the taxonomy-based reference model for categorizing IT infrastructure and the facilities and network that host the IT infrastructure. The IRM supports definition of infrastructure technology items and best practice guidance to promote positive outcomes across technology implementations.

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

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

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

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



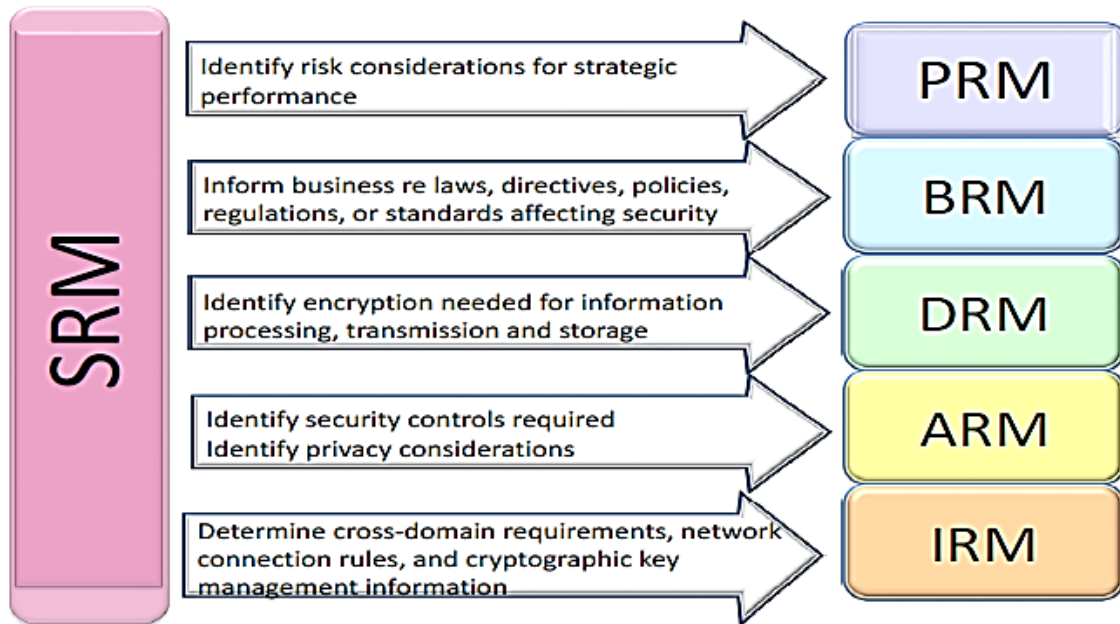
*Figure 7 - The Infrastructure Reference Model - (IRM)*

### C.3.8 Security Reference Model (SRM)

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

The SRM allows architects to classify or categorize security architecture at all scope levels of the Federal Architecture: International, National, Federal, Sector, Agency, Segment, System and Application. At the highest levels, the SRM is used to transform federal laws, regulations, and publications into specific policies. At the segment level, the SRM is used to transform department specific policies into security controls and measurements. At the system level, it is used to transform segment controls into system specific designs or requirements. Each level of the SRM is critical to the overall security posture and health of an organization and/or system. The SRM helps business owners with risk-based decision-making to achieve security objectives by understanding the purpose and impact of security controls on business processes or IT systems.

Security integration across layers of the architecture is essential to ensure the protection of information and IT assets. Security must start at the business layer and work its way down to the application and infrastructure layers. At the high level, the SRM relationship and tie-in to the other reference models is illustrated below:



*Figure 8 - The Security Reference Model - (SRM)*

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

#### **C.4 Components of an IT Solution**

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

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

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

Within each section below, an overview of the contract solution and service offering is provided, followed by work to be performed relative to Order requirements. Components of an IT solution indicated in this Scope are not meant to be all-inclusive, but rather general

indications of the types of services and goods within a given category. Other services and goods not listed, which adhere to the definition for each section, are also within scope.

#### **C.4.1 Infrastructure**

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

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

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

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

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

- (a) Web browsers.
- (b) Virtual Private Network (VPN).
- (c) Remote Authentication Dial-In User Service (RADIUS).
- (d) Peer-to-peer.
- (e) Section 508 compliance.
- (f) Hypertext Transfer Protocol (HTTP).
- (g) File Transfer Protocol (FTP).
- (h) Simple Mail Transfer Protocol (SMTP).

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

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

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

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

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

- (a) Digital certificates, biometrics.
- (b) Business logic: JavaScript, Visual Basic.
- (c) Data interchange.
- (d) Simple Object Access Protocol (SOAP).
- (e) Resource Description Framework (RDF).
- (f) Data management.
- (g) Structured Query Language (SQL), Open DataBase Connectivity (ODBC), and Online Analytical Processing (OLAP).

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

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

- (a) Messaging-Oriented Middleware (MOM).
- (b) Object Request Broker (ORB).
- (c) Enterprise Application Integration (EAI).
- (d) Extensible Markup Language (XML).
- (e) Electronic Data Interchange (EDI).
- (f) Web Services Description Language (WSDL).
- (g) Universal Description, Discovery, and Integration (UDDI).

## **C.4.2 Application Services**

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

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

Application Services include complete life cycle support, including planning, analysis, research and development, design, development, integration and testing, implementation, operations and maintenance, information assurance, and final disposition. The Contractor shall provide Applications Services for systems required to support unique agency and departmental-level mission requirements, as specified in individual Orders. These services include support for existing and/or new/emerging mission requirements.

The following paragraphs *C.4.2.1* through *C.4.2.8* represent either components of applications or capabilities which Application Services will support. Each particular area includes, but is not limited to, support for the described functions.

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

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

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

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

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

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

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

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

Process Management- Development and implementation of standard methodologies and automated process management systems, to facilitate agencies’ requirements for managing and monitoring activities surrounding their core business operations (e.g., change management,

configuration management, requirements management, program/project management, governance/policy management, quality management, risk management).

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

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

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

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

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

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

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

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

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

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

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

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

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

Reporting- Generating reports derived from single or multiple data sources (e.g., ad hoc reporting, standardized/canned reporting, Online Analytical Processing (OLAP)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT Management Services provide support for operations and IT resource management requirements across the Federal government. These services encompass support for all strategic planning, management, and control functions integral to IT initiatives. IT Management Services provide the foundational support to effectively align IT requirements with Federal government business operations. IT Management Services provide support for all government lines of business, functions, and service components that comprise the FEA PRM and BRM.

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

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

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

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

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

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

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

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

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

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

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

Enterprise Architecture (EA)- Development and use of EA work products to manage current and future needs of Federal government business operations (i.e., "baseline" and "target" architectures). The services include transition planning and migration support for all EA components (e.g., business, information, application, and technology architectures), to advance the development and implementation of "core EA capabilities." The services shall provide support relative to Federal government mandates for measuring and reporting on the completion and usage of EA programs, as well as evaluating results for E-Gov alignment and implementation of Federal lines of business and other cross-governmental initiatives (e.g., SmartBUY, Internet Protocol Version 6 [IPv6], Homeland Security Presidential Directive 12 [HSPD-12]).

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

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

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

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

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

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

#### C.4.4 Cloud Computing

The following is an excerpt from the most recent National Institute of Standards and Technology (NIST) guidance: Special Publication 800-146, Cloud Computing Synopsis and Recommendations. The full document can be obtained. (*See Attachment J-8, Website References*).

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

##### C.4.4.1 Cloud Essential Characteristics

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

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

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

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

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

##### C.4.4.2 Cloud Service Models

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

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

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

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

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

The following is an excerpt from the most recent NIST guidance: Special Publication 1500-x, NIST Big Data Interoperability Framework. The full document can be obtained. (*See Attachment J-8, Website References*).

Big Data refers to the inability of traditional data architectures to efficiently handle the new datasets. Characteristics of Big Data that force new architectures are:

- (a) Volume (i.e., the size of the dataset).
- (b) Variety (i.e., data from multiple repositories, domains, or types).
- (c) Velocity (i.e., rate of flow).
- (d) Variability (i.e., the change in other characteristics).

These characteristics—volume, variety, velocity, and variability—are known colloquially as the ‘Vs’ of Big Data. While many other V’s have been attributed to Big Data, only the above four drive the shift to new parallel architectures for data-intensive applications, in order to achieve cost-effective performance. These Big Data characteristics dictate the overall design of a Big Data system, resulting in different data system architectures or different data life cycle process orderings to achieve needed efficiencies.

Big Data consists of extensive datasets primarily in the characteristics of volume, variety, velocity, and/or variability that require a scalable architecture for efficient storage, manipulation, and analysis.

### **C.5 Ancillary Services, Supplies and Construction**

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

- (a) The OCO may allow, and the Contractor may propose, a Labor Category or Labor Categories in support of Ancillary Services at the Task Order Level not identified in the Standard IT Service LCAT list, provided that the Contractor complies with all applicable contract clauses and labor laws, including the Service Contract Labor Standards (SCLS) or the Wage Rate Requirements (Construction) and Related Acts, if applicable. *(See Section B.7 and B.8 for additional contract requirements).*
- (b) An OCO's inclusion of new Labor Categories in support of Ancillary Services Labor Categories in a Task Order does not require PCO approval.

## **C.6 Contract Security Requirements**

The Contractor shall abide by all contract cybersecurity requirements located in *Sections H.6, H.7, Attachment J-4*, and related federal policy, and other contract security requirements in *Sections H.8 and H.9*. These requirements cover minimum-security standards for select Contractor systems, the handling of Government sensitive data and IT, Contractor security clearances, and Homeland Security.

## **C.7 Performance Work Statement (PWS)**

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

The GSA Alliant 3 GWAC is a results-oriented program seeking outcome-based performance from every Contractor under the Master Contract. It is a standalone Performance-based Acquisition (PBA) requirement independent from Task Order Level (TOL) PBAs that the issuing federal agency might require. The PBA requirements of the Master Contract are designed to ensure that the Contractor is given freedom to determine how to meet the Government's performance objectives at the appropriate performance quality levels. This Master Contract Performance Work Statement (PWS) includes (1) Contractor Engagement, described in *Section H.19* and *Attachment J-5.A*, and (2) Small Business Subcontracting, described in *Section G.22* and *Attachment J-5.B*.

Performance requirements for Contractor Engagement and Small Business Subcontracting (CE & SBS) are summarized in the Performance Requirements Summary (PRS) in *Attachment J-5* and fully delineated in *Attachments J-5.A* and *J-5.B*, respectively. The CE & SBS performance requirements set the Acceptable Quality Level (AQL) Standards required by the Government to meet the key deliverables at the MCL. Contractors' performance will be measured and assessed against the CE & SBS AQL Standards and the results will be documented in a Contractor Performance Assessment Report (CPAR) and repositied in either the Contractor Past Performance Assessment Reporting System (CPARS) or an inhouse alternative. The Government will request the Contractor to develop a Quality Control Plan in response to a Government Quality Assurance Surveillance Plan (QASP) that will be developed and implemented by GSA to monitor Contractor performance at the MCL.

#### **C.7.1.1 Master Contract PWS and Goals for Contractor Engagement**

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

The primary goals of Contractor Engagement program are:

- (a) To provide federal agencies with responsibly prepared Contractor Proposals in response to each TOL Request for Proposal (RFP) competitively issued under the Master Contract so to help provide best-value solutions to federal agencies' IT services requirements.
- (b) To promote, provide, and ensure that those federal agencies employing the Alliant 3 GWAC are consistently receiving adequate competition in response to their TOL RFPs, which ultimately results in achieving these end-goals:
  - (1) Economic efficiency/costs savings,
  - (2) Innovation of transformational technologies,
  - (3) Improvements in the quality of services rendered, and
  - (4) The opportunity for the Government to acquire performance improvements.

Achievement of these primary goals are reached through a combination of two measurable Outcomes: (1) Submitting viable Task Order Proposals (*Participation*) and (2) Winning Task Orders (*Production*), which together help provide best-value IT services solutions to the federal agencies.

#### **C.7.1.2 Master Contract PWS for Small Business Subcontracting**

There will be substantial subcontracting opportunities for small business (SB), including Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), Historically Underutilized Business Zone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), and Women-Owned Small Business (WOSB) Concerns.

Meeting Small Business Subcontracting Goals described in **Section G.22** is applicable only to Other than Small Business (OTSB) Concerns under the Master Contract. PWS requirements are further detailed in **Attachment J-5.B, PBA Small Business Subcontracting Evaluation Program Ratings**.

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

For Task Orders issued under the Master Contract, the requiring federal agency OCO develops and executes their own PWS and PBA methods, independent of the Master Contract PWS and PBA requirements. The OCO may use PBA methods to the maximum extent practicable using the following order of precedence:

- (1) Firm-Fixed-Price Performance-Based Task Orders;
- (2) Performance-Based Task Orders that are not Firm-Fixed-Priced.

### **C.8 Innovative Solutions**

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

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

### **C.9 Services Not in Scope**

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

- (a) An Ancillary Service. (*See Section C.5*).
- (b) A requirement that primarily uses employees not employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR Part 541 and/or employees primarily employed as labor or mechanics as defined in FAR Subpart 22.401.
- (c) Inherently Governmental Functions as defined in FAR Subpart 2.101(b).
- (d) Personal Services as defined in FAR Subpart 2.101(b).
- (e) Architect & Engineering (A&E) Services as defined in FAR Subpart 2.101(b) and subject to the Brooks Architect-Engineers Act (PUBLIC LAW 92-582-OCT. 27, 1972).
- (f) Armed Guards.
- (g) Hazmat Abatement.
- (h) The direct acquisition of Weapons or Weapon Systems in accordance with GSAM 507.7001.

(END OF SECTION C)

## **SECTION D - PACKAGING AND MARKING**

### **D.1 Preservation, Packaging, Packing, and Marking**

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

### **D.2 Packing List**

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

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

### **D.3 Unclassified and Classified Marking**

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with requirements set forth in the Order, or if none is specified, pursuant to the National Industrial Security Program Operating Manual (NISPOM), CFR 117. (*See Attachment J-8, Website References*).

### **D.4 Software and Magnetic Media Markings**

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

(END OF SECTION D)

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 Inspection and Acceptance Clauses

The following clauses apply at the Master Contract (MC), as indicated by the “X” in the table and on individual Task Orders if determined applicable by the OCO. All clauses incorporated by reference (IBR) have the same force and effect as if they were given in full text.

Clause/provision numbers followed by an asterisk (\*) would require fill-ins by the OCO and would need to be incorporated into the Task Order Request and resulting Order as full text.

Upon request, the Contracting Officer will make the clause/provision full text available. Also, the full text of a clause may be accessed electronically online. (*See Attachment J-8 Website References*).

*Table 2 - Inspection and Acceptance Clauses*

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM	MC
52.246-2	Inspection of Supplies-Fixed-Price.	AUG 1996	X			X
52.246-2	<i>Alternate I</i>	JUL 1985	X			
52.246-2	<i>Alternate II</i>	JUL 1985	X			
52.246-3	Inspection of Supplies-Cost-Reimbursement.	MAY 2001		X		
52.246-4	Inspection of Services-Fixed-Price.	AUG 1996	X			X
52.246-5	Inspection of Services-Cost-Reimbursement.	APR 1984		X		
52.246-6	Inspection-Time-and-Material and Labor-Hour.	MAY 2001			X	
52.246-7	Inspection of Research and Development-Fixed-Price.	AUG 1996	X			
52.246-8	Inspection of Research and Development-Cost-Reimbursement.	MAY 2001		X		
52.246-8	<i>Alternate I</i>	APR 1984		X		

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM	MC
52.246-9	Inspection of Research and Development (Short Form).	APR 1984	X	X		
52.246-11*	Higher-Level Contract Quality Requirement.	DEC 2014	X	X	X	X
52.246-15	Certificate of Conformance.	APR 1984	X	X		X
52.246-16	Responsibility for Supplies.	APR 1984	X			

## E.2 Contracting Officer Representative

The Alliant 3 GWAC CO may determine the necessity for the designation of a Contracting Officer’s Representative (COR). Designated CORs shall participate in evaluating contractor performance, inspecting and accepting deliverables (*Section F.7.3*) for the Government, and providing a report of inspection as well as contractor performance assessments to the Contracting Officer. This designation does not include authority to direct and/or authorize the contractor to make changes in the scope or terms and conditions of Task Orders. The contractor shall be notified in writing by the Contracting Officer of the name, duties, and limitations of the CORs by means of the COR Designation Letter.

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

## E.3 Inspection and Acceptance

The following section applies to Contractor obligations at the MCL.

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

### E.3.1 General Acceptance Criteria

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

- (a) Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- (b) Clarity - Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.

- (c) Consistency to Requirements - All work products must satisfy the requirements of this contract.
- (d) File Editing - All text and diagrammatic files shall be editable by the Government.
- (e) Format - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission, unless otherwise specified herein. Hard copy formats shall follow any specified Directives or Manuals.
- (f) Timeliness - Work Products shall be submitted on or before the due date specified herein or submitted in accordance with a later scheduled date determined by the Government.

#### **E.4 Master Contract Quality Assurance**

The GSA GWAC ACO or COR over the Master Contract or designated inspector/Quality Assurance Evaluator (QAE) will review, for completeness, preliminary or draft deliverables that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the GSA GWAC ACO or COR will not relieve the Contractor of the responsibility for complying with the requirements of the Master Contract.

(END OF SECTION E)

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 Deliveries or Performance Clauses

The following clauses apply at the Master Contract (MC), as indicated by the “X” in the table and on individual Task Orders if determined applicable by the OCO. All clauses incorporated by reference (IBR) have the same force and effect as if they were given in full text.

Clause/provision numbers followed by an asterisk (\*) would require fill-ins by the OCO and would need to be incorporated into the Task Order Request and resulting Order as full text.

Upon request, the Contracting Officer will make the clause/provision full text available. Also, the full text of a clause may be accessed electronically online. (*See Attachment J-8 Website References*).

*Table 3 - Deliveries or Performance Clauses*

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM	MC
52.211-8*	Time of Delivery.	JUN 1997	X	X	X	X
52.211-8*	<i>Alternate I</i>	APR 1984	X	X	X	X
52.211-8*	<i>Alternate II</i>	APR 1984	X	X	X	X
52.211-8*	Alternate III	APR 1984	X	X	X	X
52.211-9*	Desired and Required Time of Delivery.	JUN 1997	X	X	X	X
52.211-9*	<i>Alternate I</i>	APR 1984	X	X	X	X
52.211-9*	<i>Alternate II</i>	APR 1984	X	X	X	X
52.211-9*	<i>Alternate III</i>	APR 1984	X	X	X	X
52.242-15	Stop-Work Order.	AUG 1989	X	X		
52.242-15	<i>Alternate I</i>	APR 1984		X		
52.242-17	Government Delay of Work.	APR 1984	X			
52.247-34	F.o.b. Destination.	JAN 1991	X			X
52.247-35	F.o.b. Destination, Within Consignee’s Premises.	APR 1984	X			X

## **F.2 Master Contract Ordering Period**

The ordering period of this contract is from 03/10/2026 through 03/09/2036 inclusive of all options, if exercised.

The contract ordering period begins on the Master Contract's effective date of 03/10/2026, also referred to by the GSA GWAC Program as the Notice-to-proceed (NTP) Date and continues through the five-year base period plus the single five-year Option period, which may extend the cumulative term of the contract to a maximum of 10 years in accordance with FAR 52.217-9, Option to Extend the Term of the Contract, if exercised. The Contractor's pricing submitted for Contract Year One will coincide with the NTP Date.

After the Master Contract ordering period expires, the Master Contract will still remain an active contract until such time that it is officially closed via a close-out modification signed and dated by the PCO. Thus, after the Master Contract ordering period expires, it shall continue to govern the terms and conditions of Task Orders to the same extent it did before the Master Contract ordering period expired. Therefore, the Task Order can extend beyond the expiration of the Master Contract and the terms and conditions will still remain in effect pursuant to **Section I** of the Master Contract. As such, verbiage in FAR Clause 52.216-22 Section (d) is modified for the administration of this Master Contract and subsequent Task Orders, to state, "(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months following the expiration of the base contract ordering period." Additionally, all awarded Task Order's terms and conditions, including exercising Options, remain in effect up to 60 months beyond the expiration of the Master Contract.

The PCO will determine whether or not to exercise the Alliant 3 Master Contract's multi-year Option within 60 days prior to the end of the Base Period. Written notification will be delivered to the Contractor at that time only if the Government's intent is to exercise the Option. Otherwise, the Contractor may not receive any notification at 60 days prior to the end of the Base Period if there is no intent to exercise the Option. The GSA does not guarantee to the Contractor or to any of the awarded Contractors under this Master Contract an exercising of Options.

## **F.3 Task Order Period of Performance**

The Period of Performance for each Order placed under the Master Contract shall be specified in the individual Order.

All the following conditions apply:

- (a) Under no circumstances may a Task Order be placed under the Master Contract if the Master Contract has expired or has been terminated or canceled by the Government.
- (b) No Task Orders may exceed ten (10) years, inclusive of Options, from the date that the Order is placed.
- (c) No Task Orders may extend more than five (5) years after the expiration date of the Master Contract.

- (d) Task Order Options, if included at initial issuance of the Order, may be exercised after the expiration date of the Master Contract.
- (e) Notwithstanding anything to the contrary above, a multi-year Task Order placed under the Master Contract must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.

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

As an example, illustrated are three sample Task Orders under a Master Contract with varying Task Order award dates and allowed end dates, which depicts the Master Contract active and expired ordering periods. Additionally, sample Task Orders # 2 and #3 indicate that an option may also be exercised at any time during the Master Contract’s expired period with the condition that the Task Order ends no later than five (5) years after the Master Contract ordering period expires.

*Table 4 - Period of Performance and Ordering Period*

Year	Master Contract	Order Period	Task Order (TO) #1	TO #2	TO #3
1	Base Year 1	Active	Contract Year (CY) 1		
2	Base Year 2	Active	CY 2		
3	Base Year 3	Active	CY 3		
4	Base Year 4	Active	CY 4		
5	Base Year 5	Active	CY 5		
6	Option Year 1	Active	CY 6		
7	Option Year 2	Active	CY 7	Base CY (BCY)1	
8	Option Year 3	Active	CY 8	BCY 2	
9	Option Year 4	Active	CY 9	BCY 3	
10	Option Year 5	Active	CY 10 (last allowed)	BCY 4	BCY 1
11	Out Year 1	Expired		BCY 5	OCY 1
12	Out Year 2	Expired		Option CY (OCY) 1	OCY 2
13	Out Year 3	Expired		OCY 2	OCY 3
14	Out Year 4	Expired		OCY 3	OCY 4
15	Out Year 5	Expired		OCY 4 (last allowed)	OCY 5 (last allowed)

## **F.4 Task Order Transition Plans**

At the end of the Period of Performance, the incumbent Contractor shall transition activities to the incoming Contractor with minimal disruption of services to the government. The Contractor shall maintain sufficient qualified staff to meet all requirements of this effort. The OCO may request from the Contractor a written phase-out transition plan.

## **F.5 Place of Performance**

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

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

## **F.6 Performance Standards Under the Alliant 3 Master Contract**

The Master Contract is a performance-based contract with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with *Section F.7, Performance and Deliverables*, and *Attachment J-5, Performance Requirements Summary, Attachment J-5.A, Contractor Engagement PBA Evaluation Program Ratings*, and *Attachment J-5.B, PBA Small Business Subcontracting Evaluation Program Ratings*.

## **F.7 Performance and Deliverables**

### **F.7.1 Performance-based Acquisition Deliverables**

This Master Contract is a Performance-based Acquisition (PBA), independent from any TOL PBA requirements. PBA is a results-oriented contracting method that focuses on the outputs, quality, and outcomes for certain deliverables detailed in *Sections F.7.3, G.23, H.19* and *Attachments in J-5*. These measurable performance standards and requirements, Contractor Engagement and Small Business Subcontracting, determine the Contractor's overall level of success under the Master Contract.

### **F.7.2 Non-Performance-based Acquisition Deliverables**

The following table contains deliverables required under the Master Contract. Individual Task Orders may have additional deliverables specified by the issuing agency. The Government does not waive its right to request deliverables under the Master Contract, even if such requirements are not specifically listed in this table. Compliance to the following deliverables may be rated annually in the Master Contract's contractor performance assessment record.

**F.7.3 Table of Deliverable and Performance**

*Table 5 - Alliant 3 Deliverables and Performance AQLs (Acceptable Quality Level)*

<b>ID</b>	<b>SECTION/ TITLE</b>	<b>DELIVERABLE</b>	<b>FREQUENCY</b>	<b>DELIVER TO</b>
1	C.7.1 Master Contract PWS	Quality Control Plan	Due within sixty (60) calendar days after the date of the government issued QASP.	<a href="mailto:Alliant3@gsa.gov">Alliant3@gsa.gov</a>
2	G.8 Contractor Program Manager and Contracts Manager for The GWAC Master Contract	Identify the Program / Contract Managers including replacements	Within thirty (30) calendar days after the Notice to Proceed and/or within thirty (30) calendar days of any vacancy.	<a href="mailto:Alliant3@gsa.gov">Alliant3@gsa.gov</a> and Government Designated System
3	G.10 Contractor Web Page	Contractor web page including updates	Within thirty (30) calendar days after the Notice to Proceed and annually via a Government Designated System.	Contractor Web Page and GSA Alliant 3 Contracts Office
4	G.12 Standard IT Service Labor Category Crosswalk Matrix	Initial submission of IT LCAT Matrix including updates	Within thirty (30) calendar days after the Notice to Proceed and/or within thirty (30) calendar days of update request by GSA.	<a href="mailto:Alliant3@gsa.gov">Alliant3@gsa.gov</a>
5	G.13.1 Mandatory Contractor Meetings and Conferences	Exceptions to meeting attendance.	Five (5) calendar days prior to the PMR provide written request.	<a href="mailto:Alliant3@gsa.gov">Alliant3@gsa.gov</a>
6	G.14.1 Electronic Communications	Shared contractor GWAC electronic mailbox	Within five (5) calendar days after the Notice to Proceed.	<a href="mailto:Alliant3@gsa.gov">Alliant3@gsa.gov</a>
7	G.19.1 Master Contract Performance Assessments	Provide comments to the Master Contract	Within 14 calendar days from the date of notification of	CPARS or another contract performance assessment report

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		performance assessments.	availability of the Past Performance evaluation.	
8	G.24.4 Notice Required for Ownership Changes and Change of Name Agreements	Notification to GSA GWAC and provide a copy of the Novation or any other agreement that changes the status of the Contractor	Within 30 calendar days of the DCAA/DCMA or Cognizant Contracting Officer (CCO) signed Ownership/Name Change Modification.	<a href="mailto:Alliant3@gsa.gov">Alliant3@gsa.gov</a> and Government Designated System
9*	G.20.1 GWAC Data Calls	1. Proposal Engagement 2. Task Order Protest 3. Data Discrepancies and/or Missing Awards.	1. Proposal Engagement: Notification due within ten (10) calendar days after a proposal submission in response to a request for proposal and in the event of a Task Order award. 2. Task Order Protest: Notifications due within ten (10) calendar days Protest lodged through GAO and/or COFC with the docket number. 3. Data Discrepancies / Missing Awards: Must be reported to ACO or COR and/or designated GSA representative	<a href="mailto:Alliant3@gsa.gov">Alliant3@gsa.gov</a>

			within 24 hours of discovery.	
10*	G.20.2 GWAC Transactional Data	<ol style="list-style-type: none"> <li>1. Invoice</li> <li>2. Zero Invoice</li> <li>3. No Transactional Data</li> <li>4. Correction to data</li> <li>5. Task Order and Modifications</li> </ol>	<ol style="list-style-type: none"> <li>1. All Invoices: Due within 30 calendar days after the end of each reporting quarter in which the invoice(s) was paid by the agency client. Quarters are based upon a calendar year</li> <li>2. Zero Invoices: Due within 30 calendar days after the end of each reporting quarter in which there is/are no invoice(s) issued for Order(s). Quarters are based upon a calendar year.</li> <li>3. Transactional Data: Due within 30 calendar days after the end of each reporting quarter in which Contractor has no Order activity.</li> <li>4. Correction to Data: Due within five (5) calendar days of the GSA request for correction.</li> </ol>	Government Designated System

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			5. Task Order and Modifications: Due within 30 days after the contract action was signed.	
11*	G.20.4 Cybersecurity Supply Chain Risk Management (C-SCRM) Plan	C-SCRM Plan Initial Submission, Acceptability, and Annual Representations and Updates	First C-SCRM plan due within sixty (60) calendar days after the date of Award.  C-SCRM plan representations and updates are due within sixty (60) calendar days prior to the beginning of the next rating cycle.	<a href="mailto:Alliant3@gsa.gov">Alliant3@gsa.gov</a>
12*	G.20.5 C-SCRM Incident Reporting	Reporting of C-SCRM events and incidents with corrective action plan	C-SCRM incidents will be reported within 72 hours of the known event. Corrective action plans will be reported within 30 days of the incident, including implementation of risk resolution or mitigation plan.	<a href="mailto:Alliant3@gsa.gov">Alliant3@gsa.gov</a> and <a href="mailto:c-scrm@gsa.gov">c-scrm@gsa.gov</a> <a href="mailto:scrmresponse@gsa.gov">scrmresponse@gsa.gov</a>
13*	G.21 GWAC Contract Access Fee (CAF) and Fee Remittance	CAF payments due to GSA/GWAC	CAF to be remitted within 30 calendar days after the end of each reporting quarter in which the invoice(s) were reported in the Government Designated	<a href="https://www.pay.gov">Pay.gov</a> via the Government Designated System

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			Reporting System (GDRS).  Payments are reported within 30 calendar days after the end of each reporting quarter. Quarters are based upon a calendar year.	
14*	G.22.2 Subcontracting Reports	1. ISR 2. SSR	1. ISR Period 10/01–03/31 Due 04/30 Period 04/01–09/30 Due 10/30 2. SSR Period 10/01–09/30 Due 10/30	eSRS system
15*	G.26.1 Expired Task Order Verification / Validation	Verify/validate all data elements are correct	Within 6 months after the Task Order Period of Performance end date.	Government Designated System
16*	G.26.2 Alliant 3 Summary Task Order Closeout Report (A3-STOCR)	An A3-STOCR is required to be submitted on an annual basis	Due on the last day of each contract year as long as the Contractor has open and/or expired Task Orders under their Alliant 3 contract	<a href="mailto:Alliant3@gsa.gov">Alliant3@gsa.gov</a>
17*	G.27 Master Contract Closeout	Corrections requested to the government designated system data.	Responses are due within ten (10) calendar days of the requested information.	Government Designated System

\*The deliverables may be subject to additional Government review or audit based on the quality and timeliness of their submission.

## **F.8 Notice to the Government of Delays**

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or any date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Alliant 3 GWAC PCO/ACO, in writing, giving pertinent details, provided that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

(END OF SECTION F)

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 General**

This section provides contract administration requirements for the Alliant 3 GWAC. Additional contract administration requirements, not related to the Master Contract, may be specified in each Task Order.

### **G.2 Authorized Agencies and Delegation of Procurement Authority**

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

The Master Contract is available for use by all Federal agencies and other entities as listed in U.S. General Services Administration (GSA) Order OGP4800.2I, Eligibility to use GSA Sources and Supply as amended. (*See Attachment J-8, Website References*).

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

Federal buyers who wish to use the Alliant 3 GWAC must receive and will benefit from GSA GWAC contract overview training leading to a written Delegation of Procurement Authority (“DPA” or “delegation”). A written DPA authorizes appointed Contracting Officers (FAR 1.603-3) to become OCOs and is required prior to awarding and administering Orders.

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

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

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

### **G.3 Agency Ombudsman**

In accordance with 41 U.S.C 4106(g), the GSA has designated an Ombudsman to this Master Contract. For the purposes of the Master Contract, the primary duties of the GSA Ombudsman, as it concerns GSA GWACS, is to review complaints from Contractors and ensure that they are afforded a Fair Opportunity for consideration in the award of GSA issued Task Orders consistent with the procedures of the Master Contract. The Ombudsman is a senior GSA official who is independent of the GSA GWAC PCO, GSA GWAC ACO, or OCO.

**The GSA Ombudsman is:**

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

**G.3.1 Direct Acquisition Servicing/Requesting Agency Clients**

The Agency OCO utilizing the GSA GWACs should identify their own Order-specific Agency Ombudsman that will respond to the Contractors' complaints related to Fair Opportunity issues. The Agency Ombudsman will coordinate with their respective OCO to provide timely response to Fair Opportunity complaints.

**G.4 Roles and Responsibilities**

This section describes the roles and responsibilities of Government personnel after the Master Contract is awarded. The Government may modify the roles and responsibilities at any time during the Period of Performance of the Master Contract.

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

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

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

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

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

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

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

### **G.4.3 GSA GWAC Program Manager (GGPM)**

The Government has appointed a GSA GWAC Program Manager (hereafter referred to as the GGPM) who will perform various programmatic functions for the overall success of the GSA GWAC Program. The GGPM has no actual, apparent or implied authority to bind the Government to any agreement, obligation, or to modify the terms and conditions of the Master Contract.

The role of the GGPM is to represent programmatic interests during the Period of Performance (PoP) of the Master Contract. The GGPM is responsible for strategic planning that leads to the continuous effort of exploring new “value add” offerings through the Master Contract and to facilitate the process of acquiring competitive complex integrated IT solutions for agency customers as easily as possible. This is done by assessing the IT market, working closely with federal agencies and gaining insight on customer needs and buying trends, and by also working closely with industry to stay abreast of innovation in the IT service space.

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

- (a) Speak at various federal IT acquisition events providing the public insight and awareness of the GSA GWAC Program & Master Contract.
- (b) Coordinate and moderate the Program Management Review (PMR), and Co-chair Shared Interest Group (SIG) meetings with industry.
- (c) Provide group presentations to Contractor outreach team members, Marketing, Capture Managers, and Contractors’ teaming partners, as requested.
- (d) Provide mentoring/guidance to Contractors on how to successfully market the GSA GWACs.
- (e) Review and assess Contractor marketing and outreach efforts.
- (f) Coordinate and conduct customer visits including viable leads provided by the Contractors.
- (g) Collect and disseminate Contractor feedback on GSA GWAC Program process improvements, government system enhancements/upgrades, and technical refreshments.
- (h) Address and work with poor performing Contractors, including those Contractors not meeting the Contractor performance metrics identified in **Attachments J-5.A** and **J-5.B**.
- (i) The GGPM does not address or resolve any issues concerning contractual legal matters. The Contractor shall address Task Order matters directly with the Task Order OCO and address Master Contract matters directly with the PCO/ACO.

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

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

In the event the PCO designates a COR, the COR is responsible, in a limited capacity, for the oversight of the Contractor's activity on the Master Contract monitoring their technical progress, including assessing performance and recommending to the PCO changes in requirements; interpreting the scope of work and any other technical performance requirements; performing technical evaluation as required; performing technical inspections and acceptances required by this Master Contract; and, assisting in the resolution of technical problems encountered during performance.

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

The COR (or ACO) is responsible for the receipt and acceptance of the GSA GWAC contractor payment and reporting system (Government Designated System) deliverables and reports and assists in the performance of the Master Contract Past Performance assessments. The COR's responsibilities may include, but are not limited to the following:

- (a) Compile, review, and assess data produced by the designated GSA GWAC Quality Assurance Evaluators.
- (b) Act as the primary point of contact and logging of technical issues within GSA system issues, i.e., e-Library, e-Buy, Government Designated Systems.
- (c) Ensure overall accuracy of the transactional data and issue Correction Notices to the Contractor, whenever applicable.
- (d) Maintain inventory of all new IT Service LCAT requests and updates to the IT Service Labor Category (LCAT) Matrix.
- (e) Approve Contractor press releases and marketing brochures concerning the Master Contract.
- (f) Assist in the identification and collection of any Overdue Contract Access Fee.
- (g) Confirm that all Task Orders/Modifications are captured, and invoices reconciled per Contract Year.
- (h) Act in the capacity of the Assessing Official Representative for the CPAR (or another contract performance assessment report) with the authority to initiate and update assessments but does not have the authority to send the assessment to the Contractor Representative or to finalize an assessment.
- (i) Other duties as indicated in the PCO's COR Designation Letter (letter copied to Contractor).

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

#### **G.4.5 GSA GWAC Quality Assurance Evaluators (QAEs)**

GSA GWAC Quality Assurance Evaluators (QAEs) are Subject Matter Experts (SMEs), identified by the ACO or COR, responsible for Contractor communication and training, and provide quality assurance reviews of, but not limited to, the following:

- (a) Government designated system Training and Problem Resolution.
- (b) Data Calls and Overall Transactional Data Quality Reviews.
- (c) CAF Reconciliation.

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

#### **G.5 Direct Acquisition and Assisted Acquisition**

The following definitions, as incorporated by reference from FAR 2.101 under *Section I.2*, apply to the Master Contract:

- (a) *Interagency Acquisition* means a procedure by which an agency needing supplies or services (the requesting agency) obtains them from another agency (the servicing agency), by an assisted acquisition or a direct acquisition. The term includes—(1) Acquisitions under the Economy Act (31 U.S.C. 1535); and (2) Non-Economy Act acquisitions completed under other statutory authorities, (e.g., General Services Administration Federal Supply Schedules in subpart 8.4 and Governmentwide acquisition Contracts (GWACs)).
- (b) *Assisted acquisition* means a type of interagency acquisition where a servicing agency performs acquisition activities on a requesting agency's behalf, such as awarding and administering a contract, Task Order, or Delivery order.
- (c) *Direct acquisition* means a type of interagency acquisition where a requesting agency places an order directly against a servicing agency's Indefinite-Delivery Contract. The servicing agency manages the Indefinite-Delivery Contract but does not participate in the placement or administration of an order.

For purposes of the Master Contract, GSA is the “servicing agency” and the “requesting agency” can be GSA or any other federal agency in need of services being offered by the Master Contract.

#### **G.6 Task Order Ordering Contracting Officer (OCO)**

As described in *Section G.2*, only an authorized user, who is a delegated OCO, may place and administer a Task Order under the Master Contract. A list of all delegated OCOs will be provided to the GSA GWAC Contractors.

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

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

- (a) Setting small business subcontracting goals at the Task Order Level (TOL) to work in conjunction with the Individual Subcontracting Plan that is administered at the MCL.
- (b) Monitoring, evaluating, and reporting Task Order Contractor Performance.
- (c) Responding to Freedom of Information Act (FOIA) requests for Task Orders.
- (d) Approving Press Releases on Task Order Awards whenever requested by their Contractors.
- (e) Task Order Closeout in accordance with FAR 4.804-5.

## **G.7 Task Order Level (TOL) Contracting Officer's Representative (TCOR)**

OCOs may designate a TOL Contracting Officer's Representative (TCOR) or TOL Contracting Officer's Technical Representative (TCOTR) to perform specific administrative or technical functions for their specific Task Orders.

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

## **G.8 Contractor Program Manager (CPM) and Contractor Contracts Manager (CCM) for the GWAC Master Contract**

The MCL program management support costs, to include the Contractor Program Manager (CPM) and the Contractor Contracts Manager (CCM), encompass support for MCL management, reporting requirements (*see Section F, Deliveries or Performance*) and related travel and meeting attendance costs associated with the key Contractor management personnel representative(s). As a result, the program management support, indirect costs shall be charged in accordance with disclosed practices and shall not be proposed as separate Labor Categories on any Task Order. The MCL "program management" support costs are differentiated from TOL "project management" support costs, which are to specifically support project management for individual Task Orders.

The Contractor's corporate management structure shall guarantee senior, high-level, program management of the Alliant 3 GWAC Program. The Contractor shall assign a committed CPM and CCM to represent the Contractor as the primary points-of-contact (POCs) to resolve program, contractual, and technical issues, perform administrative duties, and other functions that may arise relating to the Master Contract and Task Orders solicited and issued under the Master Contract. The CPM and CCM shall be direct employees of the company.

CPM - The CPM duties include, but are not limited to:

- (a) Representing the Contractor as POC for the PCO to help resolve issues and perform other functions that may arise relating to the Master Contract and the Task Orders issued under the Master Contract.
- (b) Advising and assisting agency customers regarding the technical scope of the Master Contract and the overall attributes of the GSA GWAC.

- (c) Promoting the GSA GWAC to the Federal Government through participation in trade shows, conferences, and other meetings where the Federal Government has a significant presence.
- (d) Promoting Contractor identity as GSA GWAC contract holder by using the GSA logo in advertising, placing these identifiers in printed and in on-line communications; displaying GSA GWAC promotional placards; and disseminating GSA GWAC marketing materials.
- (e) Educating and training Contractor staff to ensure that they are able to effectively communicate with existing and potential customers regarding the technical scope, value, and benefits of the GSA GWAC.
- (f) Providing all reporting information required under the contract accurately and in a timely manner.
- (g) Attending meetings and conferences, as required.
- (h) Serving as the primary focal point within the Contractor's organization on all matters pertaining to this contract.
- (i) The current CPM for the Master Contract is required to be listed on the Contractor's GSA GWAC web page.

CCM - The CCM shall represent the Contractor as a POC for the ACO to help resolve contractual issues and perform other functions that may arise relating to the Master Contract and the Task Orders issued under the Master Contract. The CCM serves as the person who contractually binds the Contractor to the Master Contract and is authorized to sign modifications issued under the Master Contract. The CCM serves as the contract expert in federal acquisition regulations and is expected to be proficient in the closeout process for all contract types.

The CCM duties include, but are not limited to:

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

The Contractor shall ensure that the ACO has current POC information for the CPM and the CCM. All costs associated with the CPM and CCM shall be at no direct cost to the Government. For purposes of the GSA GWAC Program support, either the CPM or CCM shall be available for communication and meetings based on normal workday hours (8:00 AM to 5:00 PM Eastern Time).

Names, email addresses, and telephone numbers of the CPM and CCM and any replacements to the CPM and CCM shall be submitted using the Alliant 3 Master Contact WebForm within the date specified in **Section F.7**.

## G.9 Electronic Access to Contract

The Government intends to post a conformed version of the Master Contract on its GSA GWAC web page along with fully-burdened Contractor and Government worksite labor rates by all awardees for T&M and L-H Task Orders. The GSA GWAC web page will be available to the general public.

## G.10 Contractor Web Page

The Contractor shall develop and maintain a current publicly available web page throughout the PoP of the Master Contract. The web page link shall be prominently displayed on the Contractor's main government business home page and shall be updated periodically. A link to the Master Contract shall be placed under their site map that will direct users to the page containing their Government Contracts. The purpose of the web page is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide world-class professional IT Services under the Master Contract.

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

The Contractor shall provide the ACO with the web address within the date specified in **Section F.7**. The Contractor shall ensure all information provided on their web page is updated continually until Master Contract expiration. At a minimum, the web page must include the following items:

- (a) Conformed Contract [Standard Form (SF)-33] and all modifications (SF-30) issued within the date specified in **Section F.7** in Portable Document Format (PDF) (redacted if and when appropriate).
- (b) Contractor GWAC Contract Number, Unique Entity Identifier (UEI) number, Commercial and Government Entity (CAGE) Code.
- (c) Parent Company UEI number, CAGE Code, if applicable.
- (d) A statement similar to "CONTRACT INSURANCE meets threshold stated in FAR Subpart 28.307-2 LIABILITY and expires on (insert date of expiration noted on certificate)".
- (e) Capability Maturity Model Integration (CMMI) Maturity Level (Development and/or Services), International Organization for Standardization (ISO) and ISO/(International Electrotechnical Commission (IEC) standard certifications, if any.
- (f) Contractor developed marketing materials and approved Press Releases, required only for matters of the Master Contract (not required for Task Order awards).
- (g) Contact information for the CPM.
- (h) Link to the GSA GWAC Alliant 3 web page.

Contractors shall review annually their points of contact are current and accurate in the Contractor's web page and provide a self-certification as to the web page's compliance via a Government Designated System. If the Contractor has updated the link of their GWAC Vehicle web page, the new link shall be forwarded to the [Alliant3@gsa.gov](mailto:Alliant3@gsa.gov).

## **G.11 Insurance**

The Contractor shall maintain the minimum insurance coverage delineated within FAR Subpart 28.3 for the full duration of the Master Contract and each applicable Task Order that extends beyond the expiration date of the Master Contract. The Contractor shall notify the GSA GWAC PCO and designated OCO for affected Task Orders, in writing, if there are any changes in the status of their insurance coverage and provide the reasons for the change. Allowable costs as per FAR Subsection 31.205-19 shall be recovered through work at the TOL, with no obligation of payment at the MCL. Contractors that do not win a single Task Order award shall not be compensated at the MCL beyond the value specified for the minimum guarantee.

The OCO may request a copy of the insurance directly with the Contractor and/or require additional insurance coverage or higher limits specific to a Task Order awarded under the Master Contract. If the Task Order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.307-2 Liability shall apply to the Task Order. Additionally, pursuant to FAR 52.228-7 (a)(1), the Contracting Officer may require other insurance, which includes the OCO.

### **G.11.1 Defense Base Act Insurance (DBAI)**

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

The Government requires that employees hired by Contractors and subcontractors who work internationally be protected by the DBAI coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor. DBAI shall be at no direct cost to the GWAC Program; however, if required and approved by an OCO under an individual Task Order, DBAI may be charged as a direct cost to the government.

## **G.12 Standard IT Service Labor Category Crosswalk Matrix**

The Standard IT Service LCAT Crosswalk Matrix is a cross-reference library of Standard IT Service Labor Categories used to match the commercial or corporate IT-related labor titles and descriptions used by Contractors to their corresponding occupational category standards established by the Department of Labor (DOL) and contained in DOL's Bureau of Labor Statistics (BLS) Standard Occupational Classification (SOC) system). The Standard IT Service LCATs listed in the Master Contract (*see Attachment J-3, Alliant 3 Labor Categories and BLS Service Occupational Classifications*) are a subset of the occupational category standards established by DOL. The information contained within the Standard IT Service LCATs Crosswalk Matrix may be shared on the GSA GWAC Web Page.

The commercial or corporate IT-related labor titles and descriptions used by Contractors is not standard and varies from Contractor to Contractor. Thus, the Standard IT Service LCAT Crosswalk Matrix should help to prevent inadvertent inclusion of a new Standard IT Service LCAT that is essentially equivalent to an LCAT already contained in the list of Master Contract Standard IT Service LCATs. Contractors can propose additional LCATs they want included in the list of Master Contract Standard IT Service LCATs, but GSA reserves the unilateral right to accept or reject any proposed additions.

The Contractor shall provide a completed Standard IT Service LCAT Crosswalk Matrix, via a GSA GWAC Program approved file format, that maps to the Contractor’s internal corporate specific IT Service LCATs to the list of Standard IT Service LCATs defined in ***Attachment J-3, Alliant 3 Labor Categories and BLS Service Occupational Classifications***. The Contractor shall match their Corporate LCAT Titles to all the Standard IT Service LCATs defined in the Master Contract. This completed mapping file shall be emailed to the GSA GWAC Program at [Alliant3@gsa.gov](mailto:Alliant3@gsa.gov) and is required by the date specified in ***Section F.7***. The content requested includes but is not limited to:

- (a) Department of Labor Standard Occupational Classification.
- (b) GSA GWAC Standard IT Service LCAT Title.
- (c) Equivalent Corporate IT Service LCAT Title.
- (d) Equivalent Corporate IT Service LCAT Functional Description.

From time to time and as innovative emerging technologies are developed, the GSA GWAC Program may request updates to the Standard IT Service LCAT Crosswalk Matrix to conform with the introduction of any new Standard IT Service LCATs. When applicable, these periodic updates will be requested by the GSA GWAC Contracting Officer and updates will be required by the date specified in ***Section F.7***.

## **G.13 Meetings and Conferences**

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

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

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

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

The GGPM will act as Chairperson with the PCO as Co-chairperson at the conference.

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

The GSA GWAC Program conducts and sponsors several meetings and conferences each year in support of the Alliant 3 GWAC Program. Some meetings are contractually required, and others are optional to the Contractor.

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

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

The GSA GWAC PMR meetings provide a platform for Contractors, GWAC Division personnel, GSA Assisted Acquisition Services (AAS) personnel, and other GSA & non-GSA agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing GSA and government-wide initiatives, speak to Contract Administration matters, and address Master Contract fundamentals. To ensure accurate attendance at the mandatory PMRs, registration of Contractor personnel is required.

Contractor Participants - The Contractor participants at the PMR meetings shall include a minimum of either the CCM, CPM, or a Contractor Management Personnel Representative (CMPR) preapproved [i.e., by either the PCO, ACO, COR, or GGPM] to serve as a substitute for both the CCM and CPM. The maximum available number of Contractor participants who may attend along with the one required will not be known until a facility for the PMR is chosen by the Government. The Contractor will be notified by an email announcement on the number of allowable participants, the meeting/conference location and other logistical details for each upcoming PMR at least three weeks prior to the scheduled event.

Third party commercial business consultants/subcontractors may not represent the Contractor at any PMR meetings. Additionally, the Contractor is not permitted to substitute their required participant with a representative from another company that is not a GSA GWAC contract holder. Any requests for exceptions to this attendance restriction must be submitted in writing to a key POC [i.e., the PCO, ACO, COR, or GGPM] for consideration by the date specified in ***Section F.7.***

Government Participants and Government Sponsored Participants - The Government participants will normally include both the GGPM and PCO along with other Government representatives. Additionally, by invitation of the GGPM, the meetings may include guest speakers, panelists, and other invited participants from both Government and Industry to supplement the discussion topics at the PMR events.

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

The GSA GWAC Program does sponsor other meetings that are optional for the Contractor to attend. Additionally, other federal agencies and industry organizations provide opportunities for relevant training, outreach and networking to the Contractor. These optional types of meetings are not a requirement of the Master Contract; however, they may provide a benefit to Contractors who choose to participate. An example of some of the events that may be available to the Contractor are the following:

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

- (c) Office of Small Business Utilization (OSBU) Matchmaking Events- GSA OSBU Small Business Matchmaking Events offer potential small businesses to network with GSA GWAC Contractors for the purposes of facilitating teaming and mentoring.

## G.14 Electronic Government Ordering System

Pursuant to FAR 16.505(b) the Government will afford Fair Opportunity for Task Order award to all Contractors on the Alliant 3 GWAC. A common system for posting GSA GWAC opportunities is the GSA eBuy system. (*See Attachment J-8, Website References*). To establish full inclusion in the Fair Opportunity process, each Contractor is responsible for registering in eBuy and maintaining an account in:

- (a) eBuy - Available to all federal agencies. eBuy is an electronic Request for Proposal/Request for Quote (RFP/RFQ) system designed to allow all government buyers to request information, find sources, and prepare and post RFPs/RFQs online for IT services offered through the GSA Technology Contracts.

GSA Assisted Acquisition Services (AAS) OCOs using ASSIST can utilize the **eBuy Connect** feature, which will enable the posting of GWAC requirements into the GSA eBuy system. The actual receipt of proposals may occur outside of the eBuy system, as directed in the Task Order Request.

- (b) Alliant 3 Awardees Email Address - Ordering agencies may use the Alliant 3 Awardees Email Address ([Alliant3awardees@gsa.gov](mailto:Alliant3awardees@gsa.gov)) to provide Fair Opportunity to all Alliant 3 Contractors.
- (c) Other Channels Providing Fair Opportunity - Ordering agencies may use other methods to provide for Fair Opportunity to the Alliant 3 Awardees including, agency ordering systems, direct contact through published email addresses, etc. The ordering agency must ensure all Alliant 3 Contractors are registered and listed whenever using other channels of communication to solicit work under the Master Contract.

Contractors shall ensure their POCs are current and accurate in the above Government systems. The OCO may directly contact the GWAC Program, at [Alliant3@gsa.gov](mailto:Alliant3@gsa.gov), whenever the Contractor's email address is returned as UNDELIVERABLE.

### G.14.1 Electronic Communications

The Contractor shall establish and continuously monitor a shared GSA GWAC electronic mailbox for receipt of communications from the GSA GWAC Program that is distinct and separate from an individual's email address. The electronic mailbox name must include "Alliant3@", e.g., Alliant3@xyzcorp.com. The only characters prior to the "@" shall be "Alliant3". The shared Contractor email address is due to the GWAC Program by the date specified in *Section F.7*.

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

## **G.15 GSA Client Agency Task Order Ordering Procedures**

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

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

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

### **G.15.1 Ordering Regulations**

Ordering regulations are those delineated in FAR 16.505. Additional contractual requirements are as follows:

- (a) The principle purpose of any GSA GWAC Task Order must be for IT Services and may not exclusively be for product/commodity purchases. The contractor shall not accept Delivery Orders under any circumstances.
- (b) Task Orders (including a Task Order's sub-tasks) under the Simplified Acquisition Threshold (SAT) should not be placed on this Master Contract unless there are legitimate reasons to do so, such as for a short Extension of Services.
- (c) Task Orders issued under the Master Contract are annotated as Delivery Orders in the Federal Procurement Data System (FPDS), which is a system constraint and doesn't change Alliant 3's scope. Exercise of Task Order option(s) or sub task(s) shall be performed by modification to the subject Order. If OCO's require the issuance of subordinate Orders due to system limitations (i.e., annual options, funding, etc.), each subordinate Order shall identify/link to the initial Task Order award posted in FPDS.
- (d) A Contractor responding to Cost-Reimbursement types of Task Orders shall provide status of whether they have or do not have an Adequate/Approved Accounting System, and if the Contractor has an Adequate/Approved Accounting System, include the DCAA and DCMA POC. Evidence of an Adequate/Approved Accounting System should be provided to the OCO as part of their Task Order proposal submission. Otherwise, the Contractor must have their Accounting System deemed as Adequate/Approved by DCAA/DCMA or a CFA at time of Task Order award.

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

## **G.16 Fair Opportunity**

OCOs are required to follow the FAR 16.505, Ordering requirements, including the procedures specified in FAR 16.505(b)(1), Fair Opportunity. FAR 16.505(b)(2) provides the Exceptions to the Fair Opportunity procedures. Use of FAR 16.505(b)(2)(D)'s, exception "...to satisfy a minimum guarantee" requires Alliant 3 GWAC PCO approval.

## **G.17 Order Information**

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

- (a) Date of Order.
- (b) Alliant 3 Base Contract Number and Order Number.
- (c) Order Type.
- (d) Contract Line Item Numbers; Travel (if any), Materials (if any); Contract Access Fee (CAF); Fixed-Price, Ceiling Price, or Estimated Costs and Fee.
- (e) Statement of Work, Statement of Objectives, or Performance Work Statement.
- (f) Delivery and/or performance schedule, including Options (if any).
- (g) Place of delivery and/or performance (including consignee).
- (h) Any packaging, packing, and shipping instructions.
- (i) Accounting and appropriation data.
- (j) Method of payment and payment office.

## **G.18 Invoice Submission and Reporting Applicable to Task Orders**

The Contractor shall accept payment of agency invoices via Electronic Funds Transfer (EFT). The ordering agency is responsible for payment of all invoices to the Contractor. Invoice submission information will be contained in each individual awarded Task Order. The payment office designated in the individually awarded Task Order document will make payment of those invoices to the Contractor. The GWAC Program is never responsible for payment of Task Order Invoices.

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

## **G.19 Contractor Performance Assessment Reports (CPARs)**

FAR Subpart 42.15 specifies that Past Performance evaluations shall be prepared at least annually and at the time work under a contract or order is completed. A separate CPAR documents each respective Past Performance evaluation performed. Past performance information is relevant for future Task Order and Contract source selection purposes. It includes, but is not limited to, the Contractor's record of conforming to contract requirements and to standards of good workmanship; the Contractor's adherence to contract schedules, including the administrative aspects of performance; the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's business-like concern for the interests of the customer.

Contractors may review MCL and TOL CPARs and respond to them accordingly.

### **G.19.1 Master Contract Performance Assessments**

The ACO is tasked with conducting annual MCL interim performance assessments during the Master Contract PoP and a final performance assessment as part of the Master Contract closeout process.

Performance assessments for the Master Contract are limited to the evaluation of GWAC Performance Based Acquisition (PBA) requirements, including Contractor Engagement and Small Business Subcontracting. The MCL performance assessments may also address compliance to deliverable and administrative requirements noted throughout **Sections F, G, H, and J Attachments**, e.g., timely Contract Access Fee (CAF) submissions, timely reporting of awarded Task Orders and Modifications, correctly reporting transactional data, updating company websites, and PMR attendance. TOL performance assessment elements such as cost control, quality of services delivered, and small business subcontracting efforts are typically evaluated by the Task Order issuing agency in a separate CPAR (*see Section G.19.2*).

In accordance with FAR 42.15 Contractor Performance Information, Contractor shall submit comments, rebutting statements, or additional information by the date specified in **Section F.7**. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions. Contractors shall ensure their POCs are current and accurate for reporting and contacting purposes.

Task Order Awards are populated into the Government designated reporting system via FPDS. Contractor is responsible for ensuring that Task Order data pulled into the CPRM (or Government Designated System), is accurate and complete based upon the award documents received via the OCOs.

### **G.19.2 Task Order Performance Assessments**

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

The Alliant 3 prime contractors' UEI/CAGE will be made available on the GSA GWAC Web Page (<http://www.gsa.gov/alliant3>) and should be used by OCOs when they conduct their performance assessments.

## G.20 Reporting

MCL performance and deliverables requirements are delineated in *Section F.7*.

### G.20.1 GWAC Data Calls

Contractors shall respond to the following data calls and provide to the GWAC Program, by the date specified in *Section F.7.3*.

- (a) Proposal Engagement - Monthly the GSA GWAC Program will pull data for Awarded Orders, including Protested Orders that may not be reported in the government designated system, and Contractors shall confirm which Task Order solicitations resulted in them submitting a proposal. Additionally, Contractors shall provide *Participation* information for awarded Task Orders inadvertently not listed in any given monthly data pull, when applicable.
- (b) Protests issued under an Awarded Order - The Contractor who filed the Task Order protest shall email [Alliant3@gsa.gov](mailto:Alliant3@gsa.gov) of its filing of the Order protest. The Contractor who was protested by another contractor under the Master Contract does not need to notify the GSA for this data call. In addition to tracking and documenting protest activity under the Master Contract, this data may also help us determine recurring issues leading to Protest that can be addressed during OCO training programs. The protest information to be provided includes:
  - (1) Protest Lodged Date.
  - (2) Task Order Request Number.
  - (3) GAO Protest Docket Number (if available).
  - (4) Agency Contracting Officer.
  - (5) Agency Contracting Officer Email.
- (c) Other Data as Requested by the GSA GWAC Program.

### G.20.2 GWAC Transactional Data

The Contractor shall register in the government designated system in order to report transactional data. (*See Attachment J-8, Website References*).

The Contractor shall provide the transactional data, outlined in *Attachment J-6*, electronically via the government designated system. The Contractor must adhere to the instruction and definitions for each reported data element as stated within the government designated system web page. The Government intends to collect the transactional data hourly labor rates and post to the Prices Paid Portal to be made available to OCOs and agency program staff via a separate secured Government portal.

If during any respective quarter, the Contractor doesn't report a Remitted or Paid Invoice on an active Task Order, the Contractor must report a zero invoice for that Task Order so GSA will know there will be no CAF expected for that quarter.

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

- (a) Invoices.
- (b) Zero Invoice (if a Task Order is cited).

The Contractor shall convert all currency to U.S. dollars using the “Treasury Reporting Rates of Exchange,” issued by the U.S. Department of Treasury, Financial Management Service. (*See Attachment J-8, Website References*).

Data Quality is of great importance to the GWAC Program, therefore the QAEs may request from the Contractors corrections to the government designated system data, if applicable. Contractors shall correct the government designated system data within the date specified in *Section F.7*.

### **G.20.3 Change of GSA Business System(s) during Term of the Master Contract**

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

### **G.20.4 Annual Cybersecurity-Supply Chain Risk Management (C-SCRM) Plan Submission**

A C-SCRM Plan must be submitted to the Alliant 3 email box at [Alliant3@gsa.gov](mailto:Alliant3@gsa.gov) no later than 60 calendar days after the Award date. GSA has provided an A3 C-SCRM Plan template (*Attachment J.P-13*) and an A3 C-SCRM Plan Preparation Guide (*Attachment J.P-17*) to aid the development of the C-SCRM Plan.

To ensure Contractors remain aware of and are implementing emerging C-SCRM requirements over the life of Alliant 3, a C-SCRM Plan update will be submitted to the Alliant 3 email box at [Alliant3@gsa.gov](mailto:Alliant3@gsa.gov) no later than 60 calendar days before the end of each contract year. Refer to NIST SP 800-161(most current version) for additional guidance. (*See Section H.6 for additional guidance*).

### **G.20.5 C-SCRM Incident Reporting**

The definition of a cybersecurity supply chain incident is described in CIO-IT Security-01-02. (*See Attachment J-8, Website References*). “An ‘incident’ or ‘information security incident’ is a violation or imminent threat of violation of information security or privacy policies, acceptable use policies, or standard security practices.”

A confirmed compromise refers to a situation in which there is clear evidence that a security incident has occurred. An example would be if an attacker or unauthorized party has gained access to a system. If verified data exfiltration or exposure, evidence of unauthorized access to sensitive systems or accounts, detection of malicious code or malware executed, confirmation of a security vulnerability that has been exploited.

A potential compromise refers to a situation where there is a possibility that a security incident has occurred, but it has not yet been confirmed. It might involve suspicious activity or unusual behavior that could indicate a breach (unexpected login attempts, unusual network traffic),

detection of vulnerabilities that could have been exploited but no clear evidence of exploitation, alerts, or warnings from security monitoring tools that will need verification. The term potential compromise includes any event or incident that poses a risk of supply chain disruption, unauthorized access, or exploitation even if that risk has not yet materialized into an actual compromise. National Institute of Standards and Technology (NIST) guidelines emphasize reporting both imminent threats and suspicious activity that may impact supply chain security. A potential compromise means an incident that has the indicators or characteristics of a compromise but is not yet confirmed, warranting initial reporting so that further investigation and preemptive measures can be undertaken.

Prime contractors are required to report any C-SCRM security incident(s) that involves a confirmed or potential compromise of the supply chain for any GSA system or data or related stakeholder's systems within 72 hours of knowledge of the event. Reports should be forwarded to the Alliant 3 PCO at [Alliant3@gsa.gov](mailto:Alliant3@gsa.gov), the Office of Chief Information Security Officer at [c-scrm@gsa.gov](mailto:c-scrm@gsa.gov) and the IT Security Department at [scrmresponse@gsa.gov](mailto:scrmresponse@gsa.gov) in accordance with **Section F.7.3**. Prime contractors are also responsible for reporting C-SCRM incidents to agency customers impacted by the potential compromise by notifying the Cognizant Ordering Contracting Officer at the Task Order Level.

The report must include a detailed description of the incident, the date and time of the incident, the location, affected system(s) and/or cybersecurity supply chain element(s), contract number, and any other related information involving the incident.

In accordance with **Section F.7.3**, the contractor is required to provide a corrective action plan within 30 days of the incident to include the implementation of risk remediation and a risk mitigation plan.

## **G.21 GWAC Contract Access Fee (CAF) and Fee Remittance**

- (a) The CAF (*see Section B.14*) is charged against all Task Orders and applied to the CAF Adjusted Invoice Amount (CAIA) for Contractor performance. CAIA is the total invoice dollar value (inclusive of labor, fees [including award fees and incentive pools], and Other Direct Costs [ODCs] [including travel] excluding the total invoice CAF dollar value.
- (b) The standard formula is:  
Total CAF = CAIA \* CAF Rate.
- (c) Contractors shall remit the Government for the full CAF on reported invoices. Remitting CAF in advance of reporting invoices is not allowed.
- (d) CAF remittance is due to GSA/GWAC on or before the date specified in **Section F.7** for all reported invoices from the Government in the previous quarter.
- (e) CAF is to be remitted via the government designated system using Pay.gov secure electronic system. Remittance can be made directly from Contractor's business bank account. Contractors shall contact their financial institution/bank to establish an account authorizing Automated Clearing House (ACH) Direct Debit payments to Pay.gov via government designated system. If, for reasons outside of human control, e.g., Act of God, where you are not able to remit the CAF via the government designated system using Pay.Gov, you must request written permission from GSA to pay CAF outside the government designated system. This written permission must be remitted to and

approved by the GWAC Program Office. The CAF reimburses GSA for the cost of operating the Alliant 3 Program. The CAF rate is set at the discretion of GSA and GSA maintains the unilateral right to change the rate at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change.

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

Submitting the CAF on a timely schedule is a contractual requirement in this Master Contract and is also a regulatory requirement pursuant to FAR 32.6, Contract Debts. Failure to remit the CAF in a timely manner will constitute a contract debt to the United States.

## **G.22 Individual Small Business Subcontracting Plan**

*“It is the declared policy of the Congress that the Government should aid, counsel, assist, and protect, insofar as is possible, the interests of small-business concerns in order to preserve free competitive enterprise, to insure that a fair proportion of the total purchases and contracts or subcontracts for property and services for the Government (including but not limited to contracts or subcontracts for maintenance, repair, and construction) be placed with small-business enterprises...”* [Section 631 in Title 15 of the United States Code (15 U.S.C. 631)]. GSA expects any individual small business subcontracting plan submitted pursuant to FAR Clause 52.219-9, Small Business Subcontracting Plan, to reflect this policy. Consequently, an Offeror, that is an other than a small business concern, before being awarded a contract exceeding the amount stated or prescribed in FAR Clause 52.219-9 shall demonstrate that its subcontracting plan represents a creative and innovative program for involving Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), Historically Underutilized Business Zone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), and Women-Owned Small Business (WOSB) concerns as subcontractors in the performance of this contract. Goals in the Small Business Subcontracting Plan shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars.

- (a) The Individual Small Business Subcontracting Plan is attached hereto and made a part of this contract. (*See Attachment J-7, Individual Small Business Subcontracting Plan*). Additionally, for your guidance, the *J.P-9, A3 Model Individual Subcontracting Plan* (with instructional reminders) document is included. The *J.P-9* document is intended solely for informational purposes to assist in your planning and compliance efforts. The *J.P-9, A3 Model Individual Subcontracting Plan* document is provided as a tool for information purposes only. *J.P-9, A3 Model Individual Subcontracting Plan* will be converted into *J-7.1, Individual Small Business Subcontracting Plan* for use in the resulting Master Contract.
- (b) The Contractor shall provide a signed copy of the Master Contract Individual Small Business Subcontracting Plan to the cognizant OCO responsible for the administration of their GWAC Order, whenever requested by the OCO.

- (c) The Individual Small Business Subcontracting Plan covers the Base Period of five (5) years and the option term for an additional five (5) years.
- (d) Compliance with the Individual Small Business Subcontracting Plan will be addressed via the CPAR or another contract performance assessment report.

**G.22.1 Minimum Subcontracting Goals**

Due to the size, scope, and magnitude of this acquisition, the government anticipates substantial subcontracting opportunities for SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB concerns. The Contractor (Other Than Small Business [OTSB]) shall maintain a Subcontracting Plan pursuant to FAR Clause 52.219-9, Individual Subcontracting Plan, in accordance with the Master Contract *Section I.2*.

*Table 6 - Small Business Subcontracting Goals*

Small Business Concern	Percent of Total Subcontracted Dollars
Total Small Business (SB)	50
Veteran-Owned Small Business (VOSB)	7
Service-Disabled Veteran-Owned Small Business (SDVOSB)	6
HUBZone Small Business (HUBZone)	5
Small Disadvantaged Business (SDB)	15
Woman-Owned Small Business (WOSB)	7

**NOTE:** The total small business subcategory subcontracting dollars are not separate or additional allocations on top of the 50% total small business subcontracting percentage.

The small business subcontracting goals in Table 6 are an aggregate of subcontracted dollars for Task Order(s) that a Contractor will remit to subcontractors for work performed under the Alliant 3 GWAC.

Small business subcontracting goal achievement under the Master Contract is assessed annually and performance ratings will be partially based on the goal percentages indicated above. As delineated in *Attachment J-5.B*, higher subcontracting performance evaluation ratings can be achieved by exceeding the small business subcontracting goals.

**G.22.2 Subcontracting Reports**

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

- (a) Cooperate in any studies or surveys as may be required.
- (b) Submit periodic reports, which show compliance with their subcontracting plan.
- (c) Submit Individual Subcontracting Reports (ISRs) and Summary Subcontracting Reports (SSRs).
- (d) Ensure that subcontractors with subcontracting plans agree to submit their ISR and SSR if required. The ISR covers subcontract award data related to this Master Contract and shall be submitted semi-annually till last Task Order completion. The SSR encompasses all contracts with GSA and is submitted annually. The ISR and SSR shall be submitted electronically via the Electronic Subcontract Reporting System (eSRS) at (<https://www.esrs.gov>) and must be received within the date specified in *Section F.7* and repeated below.

*Table 7 - Small Business Subcontracting Reporting Cycle*

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

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

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

- (a) The Contractor shall ensure that their entries in the column “Current Goal: Percentage of Total Subcontract Awards”, are the negotiated percentages as cited in the Individual Subcontracting Plan goals.
- (b) If the Contractor does not meet the Master Contract Small Business Subcontracting Goals, they shall provide a succinct description of how goals will be achieved in the “Remarks” section of the form.
- (c) Actual Cumulative Percentage of Current Contract Value (ACPCCV) data associated with subcontracting to all Concerns [i.e., SB, Large Business (LB), Total, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB] shall be included in the Remarks Section of each ISR posted to eSRS. ACPCCV data shall be calculated from Actual Cumulative

Whole Dollar (ACWD) subcontracting data in conjunction with the Current Contract Value (CCV) for the applicable end date [March 31 or September 30 of the corresponding fiscal year] of the associated reporting period. The Remarks Section shall list the CCV [i.e., cumulative CAIA as of the end date of the applicable reporting period] and calculations shall be performed as follows:

$$\begin{aligned} \text{CCV} &= \$x \\ \text{SB ACPCCV} &= [(\text{SB ACWD})/(\$x)] * 100 = a\% \\ \text{LB ACPCCV} &= [(\text{LB ACWD})/(\$x)] * 100 = b\% \\ \text{Total ACPCCV} &= [(\text{Total ACWD})/(\$x)] * 100 = c\% \\ \text{VOSB ACPCCV} &= [(\text{VOSB ACWD})/(\$x)] * 100 = g\% \\ \text{SDVOSB ACPCCV} &= [(\text{SDVOSB ACWD})/(\$x)] * 100 = h\% \\ \text{HUBZone SB ACPCCV} &= [(\text{HUBZone SB ACWD})/(\$x)] * 100 = f\% \\ \text{SDB ACPCCV} &= [(\text{SDB ACWD})/(\$x)] * 100 = d\% \\ \text{WOSB ACPCCV} &= [(\text{WOSB ACWD})/(\$x)] * 100 = e\% \end{aligned}$$

### Summary Subcontracting Reports

- (a) If the Contractor is using the Parent UEI when reporting, the awardee's UEI number shall be cited in the "Remarks" section of the form, if different than the Parent UEI.
- (b) The Contractor shall list their entire Alliant 3 contract number associated with the reported dollars in the "Remarks" section of the form. Non-GSA contract numbers shall not be reported with the GSA contract number.

### Both Individual Subcontracting Reports and Summary Subcontracting Reports

- (a) Contractors shall reference the GSA Agency Code 4732.
- (b) Contractors shall include the [Alliant3@gsa.gov](mailto:Alliant3@gsa.gov) email address in the Government Email section of the form.

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

For OTSB Contractors, a Small Business Subcontracting Plan (SBSP) is required at the MCL.

Per FAR 19.702(b)(1) subcontracting plans are not required from small business concerns. If a contractor's size status changes from small to other than small as a result of a size re-representation, the Alliant 3 PCO may require a subcontracting plan.

Per FAR 19.705-1(b)(2), OCOs may establish small business subcontracting goals but cannot require a new SBSP at the TOL. Socioeconomic credit is given to ordering agencies at the TOL through FPDS reporting in accordance with FAR 4.603(c).

### G.23 Subcontractors

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

- (a) Supportive of overall accomplishment of goals and commitments in the SBSP.
- (b) Supportive of general accomplishment of goals and commitments in the SBSP with certain enumerated exceptions.
- (c) Negatively distracting from the overall goals and commitments in the SBSP, providing explanation of the reasons for the shortcomings and explanation for how the contractor believes it can recover and regain its position of achieving the SBSP's commitments.

Contractors will report their position to the OCO as part of their proposal in being considered for a Task Order. The OCO will review the Contractor's notification and supporting data to ensure that the proposed subcontract is appropriate for the risk involved, and consistent with current policy and sound business judgment prior to consent to subcontract.

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

Annually the PCO will aggregate each GWAC Contractor's small business subcontracting dollars as reported in eSRS and provide an objective performance rating in the CPAR or another contract performance assessment report. The OCO is reminded that:

- (a) The GWAC Minimum Small Business Subcontracting goals are in **Section G.22.1**, as incorporated into the Master Contract.
- (b) May review the Master Contract annual performance assessment in the CPAR or another contract performance assessment report to ascertain whether the Contractor is meeting one or more of its socio-economic goals outlined in the Master Contract.
- (c) May further review the subcontractor dollars awarded within Task Orders on-line utilizing the USA Spending advance search application. (*See J-8 Website References*).

## **G.24 Mergers, Acquisitions, Novations, and Change-Of-Name Agreements**

The Anti-Assignment of Contracts Act, 41 USC § 15 and 41 USC § 6305 (Anti-Assignment Act) prohibits the transfer of any interest in a federal contract to another party unless a limited payment assignment exception applies. Therefore, the Alliant 3 Base Contract, standing alone, is not a commodity that can be bought, sold or assigned to a brokerage firm or any third-party agent to arrange transactions between a buyer and a seller of standalone Government Contracts.

There are conditions recognized in FAR Subpart 42.12, Novation and Change-of-Name Agreements, such as Novation and Operation of Law, where the Government may recognize a successor-in-interest who, due to certain transfers, is in a position to continue performance in place of the original party to the Government Contract. For example:

Novation - The Government may, when in its interest, recognize a third party as the successor interest to a Government Contract when the third party's interest arises out of the transfer of all contractor assets and liabilities, corporate merger and consolidation, and incorporation into a partnership. The Contractor (Transferor) must always obtain the Government's consent and approval for a Novation, including the Government's approval

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

FAR 42.12 describes the procedures necessary to request that the Government recognize a successor in interest to a contract. There are also additional due diligence procedures that GSA may impose, including an evaluation of the Transferee's technical capabilities, accounting systems, relevant past contract performance, financial capacity, and other Responsibility factors. From the time the Government receives a completed Novation package request from the Transferor, the process might take three to six months or more for the Government to process the package and provide a decision. The Contractor must continue to fully perform under the terms and conditions of the Alliant 3 Master Contract throughout the entire period of time the Novation package awaits a final decision from the ACO or PCO. If GSA determines that the Novation request is not in the Government's best interest, the Contractor shall remain obligated to perform under the Master Contract. All open Task Orders from the transferor shall also be Novated to the Alliant 3 Base Contract's transferee and to no other party.

Operation of Law - A Contractor's interests may be transferred via Operation of Law, such as a stock purchase or Bankruptcy Proceeding, where the Contractor's legal entity does not change with the transfer of Ownership. In such cases, the Assignment does not violate the Anti-Assignment Act and the novation submission requirements are adjusted to reflect the nature of the transfer. Novation in such cases still acts to formally recognize the successor-in-interest via modification to the contract, and depending on the operation of law, may be affected without the consent or agreement of the original contractor. Under novation, all open Task Orders from the transferor shall also be assigned to the Alliant 3 Base Contract's novation transferee, and to no other party.

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

- (a) Brokering among existing Alliant 3 Master Contract Prime Contractors: Any request for Novation from an existing GSA GWAC Alliant 3 Prime Contractor to Novate or assign the Alliant 3 Base Contract to another existing Alliant 3 Prime Contractor.
- (b) Any Novation or Assignment of Claims from Contractors in a Non-Performing status, as defined in *Attachment J-5.A*.
- (c) Any outstanding CAF owed to the GWAC Program must be remitted by the transferor prior to approval of Novation or Assignment.
- (d) Any completed Novation packages submitted to and received by the PCO/ACO within 120 days prior to the end of the Master Contract's base term during Contract Year Five.
- (e) Any completed Novation packages submitted to and received by the PCO/ACO after the end of Contract Year Six, (72 months after the Master Contract award date, which is one full contract year after an Option exercise).

#### **G.24.1 Newly Assigned GSA GWAC Contractor Responsibilities**

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

- (a) Complete documentation of previously awarded open, expired, and closed out Task Orders for purposes of Government's audit.
- (b) Assumption of all unresolved expired Task Orders that were not closed out.
- (c) Paying any Overdue CAF owed by the Novated Contractor.
- (d) Adherence to previously negotiated acquired contract pricing.
- (e) Adherence to the minimum Master Contract Subcontract socio-economic goals.
- (f) Contractor Engagement - Should a new Contractor be assigned via Novation, they must comply with the Contractor Engagement PBA requirements meeting the *Participation* and *Production Standards* for the year the Contractor was assigned onto the Master Contract, as described in **Sections C.7.1** and **H.19**. A new Acceptable Quality Level (AQL) will be provided for a newly Novated Contractor, which will allow for more than a single contract year to meet *Production Standards* for the following contract year and allow for less than the standard three *Participation* credits in the contract year the Contractor is Novated. For example, if the Alliant 3 Base Contract assignment is executed in the sixth month of Contract Year Three, the Contractor shall meet the minimum cumulative dollar *Production Standard* required and noted in **Attachment J-5.A** for Contract Year Four no later than the end of Contract Year Four. Additionally, the Contractor must have a minimum of one *Participation* credit for each full third of a contract year (four months) in the contract year they are officially Novated onto the Alliant 3 Master Contract. For example, if the Novation is executed in the sixth month of Contract Year Three, then the Contractor is required to have *Participated* a minimum of one time for that contract year since only one full third of one year remains in Contract Year Three.

#### **G.24.2 Continued Contractual Responsibilities Owed by New Contractors Assigned through an Operation of Law**

A new Contractor assigned to the Alliant 3 Master Contract through an Operation of Law shall have the same continued contractual responsibilities as the transferor Contractor had, including but not limited to:

Should the new Contractor be assigned as a result of a bankruptcy, stock purchase, or a reorganization of the company, they must comply with Contractor Engagement PBA requirements meeting the *Participation* and *Production Standards* as described in **Sections C.7.1** and **H.19** for the year the transferor Contractor was assigned onto the Alliant 3 Master Contract. For example, if the Alliant 3 Base Contract assignment is executed anytime during Contract Year Three, the Contractor must meet the minimum *Participation Standard* and the cumulative dollar *Production Standard* required for Contract Year Three as noted in **Attachment J-5.A**.

### **G.24.3 Only One Alliant 3 Base Contract During a Single Time Period**

Only One Alliant 3 Base Contract is Permitted during a Single Time Period. A Contractor (which for purposes of this clause only includes: the Contractor, its Parent Company listed on the highest level of ownership per SAM.gov, or any one or more of the Contractor or its Parent Company’s affiliates, subsidiaries, business units, joint ventures, or any other types of independent business structures), is permitted to hold only one Alliant 3 Base Contract at a time. If one or more additional Alliant 3 Base Contracts are acquired by an Alliant 3 prime Contractor any of those above listed entities via merger, acquisition, or otherwise, the Contractor may seek to be recognized in only one of the existing Alliant 3 GWACs, and the additional Alliant 3 Base Contract(s) shall be terminated for convenience at no cost to the government. Task Orders from the terminated Alliant 3 Base Contract(s) may be novated or consolidated to the surviving Alliant 3 GWAC, if so required and authorized by the PCO/ACO.

### **G.24.4 Notice Required for Ownership Changes**

If a Contractor merges, is acquired, recognizes a successor in interest to Government Contracts when Contractor assets are transferred, changes a Contractor’s name, or executes Novation agreements and change-of-name agreements with any Government Contracting Officer other than the PCO/ACO, the Contractor must notify the PCO/ACO and provide a copy of the Novation or agreement with the other Government Contracting Officer that changes the status of the Contractor, including the new UEI/CAGE code numbers, within the date specified in **Section F.7**. The Contractor may not submit Task Order Proposals pursuant to the Master Contract under a new or different name until or unless a Contract Modification to the Master Contract has made the name change effective to the Master Contract.

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

Notifications for any of the above ownership changes, name changes, and other company changes in status should be immediately submitted to the PCO/ACO as specified in **Section F.7** for Alliant 3 PCO/ACO approval or denial of the requested ownership or name change.

## **G.25 Reserved.**

## **G.26 Task Order Closeout**

The OCO is responsible for closing out individual Task Orders under the Master Contract. The Contractor agrees to cooperate with the OCO to close out Orders as soon as practical after expiration, cancellation or termination of each Task Order. In the event the Contractor cannot locate the current OCO to close out the Task Order, the Contractor may request assistance from the ACO to locate an ordering agency representative to close out the Orders.

Task Order closeout will be accomplished within the guidelines set forth in: FAR Part 4 Administrative and Information Matters, and FAR Part 42 Contract Administration and Audit Services. The Contractor will be evaluated in the CPAR for their efforts to support timely closeout.

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

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

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

### **G.26.1 Expired Task Order Verification/Validation**

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

### **G.26.2 Alliant 3 Summary Task Order Closeout Report (A3-STOCR)**

As long as the Contractor has open and/or expired Task Orders under their Alliant 3 Base Contract, the Contractor shall submit an Alliant 3 Summary Task Order Closeout Report (A3-STOCR) on an annual basis that is due on the last day of the applicable contract year as specified in *Section F.7*. The A3-STOCR shall include data for all Task Orders awarded to the Contractor under their Alliant 3 contract, regardless as to the Task Orders' current state (i.e., open, expired, and/or closed). Once all Task Orders are closed, a final A3-STOCR shall also be submitted. A3-STOCRs shall be submitted to the [Alliant3@gsa.gov](mailto:Alliant3@gsa.gov) email address.

All associated Task Order data on any given A3-STOCR shall be current as of the corresponding due date of that A3-STOCR. At a minimum, all A3-STOCRs shall contain the following information for each Task Order:

#### **(a) Project Identification Information.**

- (1) Task Order (TO) Contract Number.

- (2) TO contract type [i.e., Fixed-Price (FP), Cost-Reimbursement (CR), Incentive (I), Labor-Hour (L-H), Requirements (R), and Time-and-Materials (T&M) as defined in Federal Acquisition Regulation (FAR) Part 16].
  - (3) Name of Ordering Contracting Officer (OCO).
  - (4) OCO e-mail Address.
- (b) **PERIOD OF PERFORMANCE (POP).**
- (1) PoP Start Date.
  - (2) PoP End Date.
- (c) **FUNDING RECORD.**
- (1) Cumulative Obligated Amount.
  - (2) Cumulative Invoiced Amount.
  - (3) Excess Funds Deobligated.
- (d) **CONTRACT ACCESS FEE (CAF).**
- (1) Total CAF Amount Remitted.
  - (2) CAF Balance Owed.
- (e) **CLOSEOUT STATUS.**
- (1) Current State [i.e., open (not physically completed as per FAR 4.804-4), expired (physically completed as per FAR 4.804-4 but not completely closed out as per FAR 4.804-5), or closed (physically completed as per FAR 4.804-4 and completely closed out as per FAR 4.804-5)].
  - (2) Final Invoice Paid (Yes or No).
  - (3) Release of Claim Date.
  - (4) Pending Action (if not closed out).

Above information shall be reported on the “A3-STOCR” Worksheet [**NOTE:** An A3-STOCR Workbook template will be provided by GSA]. Additionally, the A3-STOCR Worksheet shall: identify the report date, Alliant 3 Base Contract number, Primary Contractor name, and e-mail address of applicable Primary Contractor point-of-contact (POC); and be signed and dated by an authorized Primary Contractor representative. Then, on the last day of each contract year, as long as the Contractor has open and/or expired Task Orders under their Alliant 3 base contract, the completed A3-STOCR shall be submitted to the [Alliant3@gsa.gov](mailto:Alliant3@gsa.gov) email address.

## **G.27 Master Contract Closeout**

The GSA GWAC Program intends to close out the Master Contract within 18 months of final Task Order expiration, and without waiting for the OCO to issue closeout modifications to their respective Task Orders, subject to the following conditions: (1) all of the Contractor’s Task Orders are physically complete; (2) no further claims against the GSA GWAC Program; and (3) the GWAC Program has determined that the Contractor has adequately met its CAF remittance commitment. Task Order awards and obligations reported in the GSA government designated system will be compared to records found in FPDS, and other available government systems. The GSA GWAC Program will review periodically the over-remittance/under-remittance of the CAF from expired Task Orders and reconcile any discrepancies with the Contractors in advance

of the Master Contract closeout. As requested by the Program Office, Contractors shall insure corrections to Order, Invoice and CAF Data is accomplished with the date specified in ***Section F.7.***

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

Any and all Contractor claims at the MCL against the GSA GWAC Program shall be submitted, in writing, to the PCO for a decision within 6 years after accrual of the claim(s) in accordance with FAR 33.206, Initiation of a Claim. Furthermore, the Contractor shall pursue any claims it may have at the Order level through the ordering activity and not with the GSA GWAC Program. If no claim is submitted in this specified time frame, the Contractor shall issue a formal (signed by an agent that is authorized to represent the Contractor) MCL Release of Claim and confirmation that the CAF has been remitted for all identified Task Orders, no later than 30 days after the deadline to submit a claim has elapsed.

(END OF SECTION G)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 Special Contract Requirement Provisions

The following provisions apply at the Master Contract (MC) and on individual Task Orders if deemed applicable by the OCO. All provisions incorporated by reference (IBR) have the same force and effect as if they were given in full text. Clause numbers followed by an asterisk (\*) would require fill-ins by the OCO and would need to be incorporated into the Task Order Request and resulting Order as full text.

Upon request, the Contracting Officer will make the clause/provision full text available. Also, the full text of a clause may be accessed electronically online. (*See Attachment J-8 Website References*).

*Table 8 - Special Contract Requirement Provisions*

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	NOV 2021	X	X	X
52.204-26*	Covered Telecommunications Equipment or Services-Representation.	OCT 2020	X	X	X
52.211-14*	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use.	APR 2008	X	X	X
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.	NOV 2021	X	X	X
52.215-20*	<i>Alternate I</i>	OCT 2010	X	X	X
52.215-20	<i>Alternate II</i>	OCT 1997	X	X	X
52.215-20*	<i>Alternate III</i>	OCT 1997	X	X	X

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PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.215-20*	<i>Alternate IV</i>	OCT 2010	X	X	X
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort.	OCT 2009	X	X	X
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements—Other Than Commercial Acquisition With Adequate Price Competition.  (NOTE: IF DOD, USE DFARS 252.216-7002 ALTERNATE A (JAN 2023) IN COMBINATION WITH FAR 52.216-29	NOV 2021			X
52.216-30	Time-and-Materials/Labor-Hour Proposal Requirements—Other Than Commercial Acquisition Without Adequate Price Competition.	NOV 2021			X
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Acquisition.	NOV 2021			X
52.217-5	Evaluation of Options.	JUL 1990	X	X	X
52.225-6*	Trade Agreements Certificate.	FEB 2021	X	X	
52.227-15*	Representation of Limited Rights Data and Restricted Computer Software.	DEC 2007	X	X	X

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.234-2	Notice of Earned Value Management System-Preaward Integrated Baseline Review.	NOV 2016	X	X	X
52.234-3	Notice of Earned Value Management System-Post Award Postaward Integrated Baseline Review.	NOV 2016	X	X	X
52.234-4*	Earned Value Management System.	NOV 2016	X	X	X
52.237-10	Identification of Uncompensated Overtime.	MAR 2015	X	X	X

## H.2 Congressional Notification of GWAC Task Order Awards

Congressional notifications are not issued by GSA at the MCL for issued Task Orders. There is nothing specific in FAR 16.505 regarding congressional notifications at the TOL; however, the Contractor and (OCOs) should be aware that the Task Order issuing agency may have specific guidance as to reporting on their Task Order awards. The Task Order is where the actual work is defined, competed, awarded and funded; hence, the Task Order award may have congressional interest. For example, if the Department of Defense (DoD) awards a GWAC Task Order that exceeds the threshold for congressional notification of DoD awards, the action should be reported on DoD Form DD-LA-(AR) 1279 per DoD FAR Supplement (DFARS) 205.303, Announcement of contract awards.

## H.3 Marketing

GSA requires the review and approval of any Press/News Releases for Master Contracts, Marketing/Promotional Materials and Brochures by a Contractor that is GSA GWAC related, including information on the Contractor’s GWAC Web Page. The Contractor shall develop and display company specific GSA GWAC brochures for distribution at trade shows, conferences, seminars, etc., and distribute printed materials to enhance awareness of the GSA GWAC. The GWAC Program will periodically provide the GWAC Sales Training. It is highly recommended that the Contractor’s Business Development, Marketing & Sales, and Capture Management personnel attend these training programs.

All marketing, promotional materials, and news releases in connection with the GSA GWAC or Task Order awards under the GSA GWAC, including information on the Contractor's GSA GWAC web page, may be co-branded with marks owned or licensed by the Contractor and GSA, as long as the Contractor complies with General Services Administration Acquisition Manual (GSAM) 552.203-71, Restriction on Advertising, and in the case of GSA's logo must comply with GSA Star Mark logo policy. (*See Attachment J-8, Website References*). Contractors shall ensure these guidelines are adhered to by its subcontractors.

The Prime Contractor shall not permit the marketing of their Alliant 3 Base Contract on its subcontractor web pages that purports to, has the appearance of, or misrepresents itself to be a GSA GWAC approved teaming partner/subcontractor when this arrangement has not been approved by the GWAC Contracting Officer. Per *Section G.23*, the Government has not pre-approved any subcontractors for the Master Contract. Subcontractor information may reside on the Prime Contractor's Alliant Web Page for purposes of marketing and customer awareness.

#### **H.4 Organizational Conflict of Interest**

The guidelines and procedures of FAR 9.5 will be used in identifying and resolving any issues of organizational conflict of interest (OCI) at the MCL and TOL.

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

#### **H.5 Permits**

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

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

#### **H.6 Cybersecurity Supply Chain Risk Management (C-SCRM): Required IT Security Policies**

##### **H.6.1 Cybersecurity**

Cybersecurity is the body of technologies, processes and practices designed to protect networks, computers, programs and data from attack, damage or unauthorized access. Examples of IT Security services include, but are not limited to:

- (a) Access Control.
- (b) Assessment, Authorization, and Monitoring.
- (c) Audit and Accountability.
- (d) Awareness and Training.
- (e) Configuration Management.

- (f) Contingency Planning.
- (g) Identification and Authentication.
- (h) Incident Response.
- (i) Maintenance.
- (j) Media Protection.
- (k) Personnel Security.
- (l) Physical and Environmental Protection.
- (m) PII Processing and Transparency.
- (n) Planning.
- (o) Program Management.
- (p) Risk Assessment.
- (q) Supply Chain Risk Management.
- (r) System and Communications Protection.
- (s) System and Information Integrity.
- (t) System and Services Acquisition.

### **H.6.2 Applicable Regulations and Laws**

Contractors entering into an agreement for service to Government activities will be subject to IT security standards, policies, reporting requirements, and Government wide laws or regulations applicable to the protection of Government wide information security, as listed in the A3 C-SCRM References (*Attachment J.P-12*).

The Alliant 3 GWAC currently contains no Cybersecurity Maturity Model Certification (CMMC) requirement at the MCL. Furthermore, any imposition of a CMMC certificate requirement will originate from the ordering agency at the TOL. Contractors entering into an agreement for service to government activities shall be subject to all ordering activity IT security standards, policies, reporting requirements, and government wide laws or regulations applicable to the protection of government wide information security.

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

### **H.6.3 Additional Cybersecurity and Supply Chain Risk Management (C-SCRM) Requirements**

The theft of intellectual property and Controlled Unclassified Information (CUI) through malicious Cybersecurity activity threatens not only the economic security of the United States, but our national security as well. Nation states, criminal and terrorist organizations, and rogue individuals will continue to target the defense industrial base, critical infrastructure, as well as Government agencies and commercial entities in order to disrupt operations and/or undercut our technological advantages.

Cybersecurity and C-SCRM are dynamic areas with developing regulations and requirements as evidenced by the publication of National Institute of Standards and Technology (NIST) Special Publication (SP) 800-161 (most current version) and SP 800-171 (most current version). As this

contract will support both civilian and defense organizations, it is important for the vehicle to remain relevant in light of changing requirements. *(See Attachment J.P-12)*.

Contractors should begin preparing for agency specific C-SCRM accreditation by staying aware of developing requirements and by implementing the appropriate NIST SP 800-series FISMA-Mandated Publications. Some agencies are developing Assessment & Authorization programs, and contractors may be required to meet the agency’s C-SCRM requirements in a given Task Order to be eligible for award. Examples of appropriate actions include the following:

- (a) Determine if your company receives federal funds from the Department of Defense either directly as a prime contractor or indirectly via subcontracts, purchase orders, or other contractual agreements.
- (b) Determine whether your company currently or in the future expects to electronically process, store, or transmit CUI in the performance of its defense contracts.
- (c) Review your company’s current compliance with NIST SP 800-161 (most current version) and NIST SP 800-53 (most current version). Begin drafting a System Security Plan (SSP) in accordance with NIST SP 800-18 (most current version), If you currently have a Plan of Action and Milestones (POAM) in place or identify additional concerns, dedicate appropriate resources to ensure that progress is being made to close any gaps as quickly as possible.
- (d) Review your company’s current compliance with NIST SP 800-161 (most current version) APPENDIX D: C-SCRM TEMPLATES SECTION 3 C-SCRM PLAN, to include the establishment of a C-SCRM Plan.
- (e) Investigate your subcontractor base as C-SCRM requirements may flow down to subcontractors, including commercial item subcontractors.
- (f) Participate in C-SCRM workshops recommended or hosted by the Government.

#### **H.6.4 C-SCRM IT Security Requirements**

In an effort to increase C-SCRM readiness across the Federal Government, contractors are encouraged to adopt as many, or all, of the 40 NIST Controls found in the A3 C-SCRM Control Selections (*Attachment J.P-14*). Additional NIST controls in which the contractor has adopted beyond the 40 identified in *Attachment J.P-14* should be identified in the C-SCRM Plan.

Additional IT Security requirements will be dictated by agency requirements at the Task Order Level. Ordering Contracting Officers have the option to select a minimum C-SCRM requirement when developing their requirements.

#### **H.6.5 GSA Internal Information Systems Requirements**

Contractors shall ensure compliance with the Federal Information Security Management Act, Office of Management and Budget (OMB) Circular A-130, and the NIST 800-series “Special Publications”. *(See Attachment J-8, Website References)*. It is the responsibility of the Offeror to be aware of and adhere to the latest and final guidance published. GSA information systems include the following types: external information systems, internal information systems, cloud information systems, and mobile applications.

### **H.6.6 Management of Cybersecurity-Supply Chain Risks**

The Government may perform a cybersecurity-supply chain risk assessment of the awarded contractor at any time during the Period of Performance. The Government may review any information provided by the contractor to the Government as part of this contract action, along with any other information available to the Government from any other source, to assess the cybersecurity-supply chain risk associated with the contractor. The Government may monitor the following cybersecurity-supply chain risk information, including, but not limited to:

- (a) Functionality and features of awarded products and services, including access to data and information system privileges.
- (b) The ability of a source to produce and deliver products and services as expected.
- (c) Foreign control of, or influence over, a source, product or service (e.g., foreign ownership, personal and professional ties between a source and any foreign entity, legal regime of any foreign country in which a source is headquartered or conducts operations).
- (d) Security, authenticity, and integrity of products and services and their supply and compilation chains.
- (e) The contractor's capacity to mitigate identified risks.
- (f) Any other considerations that would factor into an analysis of the security, integrity, resilience, quality, trustworthiness, or authenticity of products, services or sources.

In the event supply chain risks are identified during contract administration and corrective action becomes necessary, mutually agreeable corrective actions will be sought based upon specific identified risks. Failure to resolve any identified risk may result in Government action including not extending the Period of Performance, not exercising remaining option periods, and contract termination.

*Section F.7.3* contains annual and periodic reports and deliverables to ensure compliance with C-SCRM standards at the MCL.

## **H.7 Security-Safeguarding Sensitive Data and Information Technology Resources**

In accordance with FAR 39.105, this section is included in the Master Contract. This section applies to all users of sensitive data and IT resources, including contractors, subcontractors, lessors, suppliers and manufacturers. Agency-specific IT Security guidelines will be identified in individual Task Orders by the issuing agency OCOs.

### **H.7.1 GSA Agency-Specific IT Security Guidelines**

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

- (a) CIO P 2100.1N GSA Information Technology (IT) Security Policy.
- (b) CIO P 2100.2C GSA Wireless Local Area Network (LAN) Security.
- (c) CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities.
- (d) CIO 2104.1A GSA Information Technology IT General Rules of Behavior.

- (e) CIO 2105.1B2 GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities.
- (f) CIO 2106.1 GSA Social Media Policy.
- (g) CIO 2107.1 Implementation of the Online Resource Reservation Software.
- (h) CIO 2160.4B Provisioning of Information Technology (IT) Devices.
- (i) CIO 2162.1 Digital Signatures.
- (j) CIO P 2165.2 Change 1 GSA Telecommunications Policy.
- (k) CIO P 2180.2 GSA Rules of Behavior for Handling Personally Identifiable Information (PII).
- (l) CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials.
- (m) CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA.
- (n) CIO IT Security 12-67 Mobile Devices and Applications.
- (o) CIO 2102.1 Information Technology (IT) Integration Policy.
- (p) CIO 2231.1 GSA Data Release Policy.
- (q) HCO 9297.2B GSA Information Breach Notification Policy.
- (r) ADM P 9732.1E Suitability and Personnel Security.
- (s) GSAR Clause 552.204-9, Personal Identity Verification Requirements.

#### **H.7.2 Task Order Subcontractors IT Security Guidelines, if Applicable**

The Contractor and its Subcontractors, if any, shall expressly insert the substance of this Master Contract for their agency-specific IT security guidelines into all GWAC Task Order Subcontractor agreements/contracts who are providing any IT goods or services, including all levels of Subcontractor tiers.

#### **H.8 Security- Security Clearances**

The Master Contract's pre-established Standard IT Service LCATs and associated Standard IT Service LCAT Maximum Rates for T&M and L-H Contracts cover work at the classified Secret level.

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

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

## **H.9 Security- Homeland Security Presidential Directives-12 (HSPD-12)**

The Contractor shall comply with agency personal identity verification procedures identified in individual Orders that implement Homeland Security Presidential Directives-12 (HSPD-12); OMB guidance M-05-24; Federal Information Processing Standards Publication (FIPS PUB) number 201; and GSA HSPD-12, Personal Identity Verification- I, Standard Operating Procedure (SOP). The Master Contract's pre-established Standard IT Service LCATs and associated T&M/L-H ceiling prices cover work at the Secret level, which may obviate the need for additional HSPD-12 coverage and/or expense – a matter OCOs can determine for each Task Order opportunity.

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

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

## **H.10 Contractor Training**

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

### **H.10.1 Mandatory Training**

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

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

## **H.11 Government Property**

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

## **H.12 Leasing of Real and Personal Property**

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

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

### **H.13 Electronic and Information Technology Accessibility**

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

The references listed below are Section 508 technical standards the Offeror will need to meet in order to comply with this accessibility requirement:

- (a) 1194.21 Software applications and operating systems.
- (b) 1194.22 Web-based intranet and internet information and applications.
- (c) 1194.23 Telecommunications products.
- (d) 1194.24 Video and multimedia products.
- (e) 1194.25 Self-contained, closed products.
- (f) 1194.26 Desktop and portable computers.
- (g) 1194.31 Functional performance criteria.
- (h) 1194.41 Information, documentation and support.

The Offeror must comply with all required Federal or agency standards, including providing a Voluntary Product Accessibility Template (VAT) or Government Product and Services Accessibility Template (GPAT), as specified in the scope of work for each Task Order. OCOs have the option to perform testing and validation of EIT deliverables against any conformance claim and may include Section 508 compliance as an evaluation factor within a Task Order.

Information about Section 508 provisions and complete text is available on the GSA Government-wide Section 508 Accessibility Program website. (*See Attachment J-8, Website References*).

### **H.14 Internet Protocol Version 6 (IPV6)**

The Master Contract involves the acquisition of IT that uses Internet Protocol (IP) technology. The Contractor agrees that: (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 Standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development, and implementation available. If the Contractor plans to offer a deliverable that

involves IT that is not initially compliant, the Contractor shall (1) obtain the Task Order OCO's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available. Should the Contractor find that the Statement of Work (SOW) or specifications of this contract do not conform to IPv6 standards, it must notify the Task Order OCO of such nonconformance and act in accordance with the instructions of the OCO.

## **H.15 Cost Accounting Standards (CAS)**

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

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

- (a) 9904.401 Cost accounting standard---consistency in estimating, accumulating and reporting costs.
- (b) 9904.402 Cost accounting standard---consistency in allocating costs incurred for the same purpose.
- (c) 9904.403 Allocation of home office expenses to segments.
- (d) 9904.404 Capitalization of tangible assets.
- (e) 9904.405 Accounting for unallowable costs.
- (f) 9904.406 Cost accounting standard---cost accounting period.
- (g) 9904.407 Use of standard costs for direct material and direct labor.
- (h) 9904.408 Accounting for costs of compensated personal absence.
- (i) 9904.409 Cost accounting standard---depreciation of tangible capital assets.
- (j) 9904.410 Allocation of business unit general and administrative expenses to final cost objectives.
- (k) 9904.411 Cost accounting standard---accounting for acquisition costs of material.
- (l) 9904.412 Cost accounting standard for composition and measurement of pension cost.
- (m) 9904.413 Adjustment and allocation of pension cost.
- (n) 9904.414 Cost accounting standard---cost of money as an element of the cost of facilities capital.
- (o) 9904.415 Accounting for the cost of deferred compensation.
- (p) 9904.416 Accounting for insurance costs.
- (q) 9904.417 Cost of money as an element of the cost of capital assets under construction.
- (r) 9904.418 Allocation of direct and indirect costs.

- (s) 9904.420 Accounting for independent research and development costs and bid and proposal costs.

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

## **H.16 Accounting System**

A Contractor interested in participating in Cost-Reimbursement (CR) type Task Orders as defined in FAR 16.301-1 will be required to demonstrate that they have an accounting system that is adequate for determining costs applicable to Cost-Reimbursement Contracts by the time the Task Order is awarded. This is an accounting system that the Defense Contract Audit Agency (DCAA), the Defense Contract Management Agency (DCMA), or a Cognizant Federal Agency (CFA) has audited and determined adequate for determining costs applicable to this contract in accordance with FAR 16.301-3(a)(1) and FAR 31.

The OCO must determine fair and reasonable pricing, analyze and negotiate fee for all Cost-Reimbursement Task Orders as required under FAR 15.4, Pricing, and FAR 16.3, Cost-Reimbursement Contracts. The government will reimburse the contractor for all reasonable, allowable, and allocable costs detailed in FAR 31, Contract Cost Principles and Procedures.

## **H.17 Commercial Software Agreements**

The Government understands that commercial software tools will be purchased in furtherance of this GWAC and subsequent Orders and may be subject to commercial supplier agreements. For the Master Contract, and in accordance with General Services Administration Acquisition Regulation (GSAR) 502.101, “commercial supplier agreements” means terms and conditions customarily offered to the public by vendors of supplies or services that meets the definition of “commercial products and commercial services” set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements are particularly common in IT acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any product or service. The term applies:

- (a) Regardless of the format or style of the document. For example, a commercial supplier agreement may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be (b) presented as part of a solicited proposal.
- (b) Regardless of the media or delivery mechanism used. For example, a commercial supplier agreement may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

Unless specifically stated otherwise in a Task Order that includes the acquisition of commercial IT products and/or services, the following FAR and GSAR clauses shall flow down from the MCL to the TOL when applicable:

- (a) FAR Clause 52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services (NOV 2023).
- (b) FAR Clause 52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services Alternate I (NOV 2021).
- (c) GSAR Clause 552.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services (FAR DEVIATION 52.212-4) (JAN 2023).
- (d) FAR Clause 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013).
- (e) GSAR Clause 552.232-39 Unenforceability of Unauthorized Obligations (FEB 2018)(Deviation FAR 52.232-39).
- (f) GSAR Clause 552.232-78 Commercial Supplier Agreements-Unenforceable Clauses (FEB 2018).

## **H.18 Logistical Support Privileges**

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

At the discretion of the Military Theatre Commander, the Government may provide, but is not limited to, use of the following:

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

## **H.19 Contractor Engagement Requirements Based Upon Task Order Participation and Production**

### **H.19.1 Performance-based Acquisition Requirements for Contractor Engagement and Small Business Subcontracting**

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

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

No other Contractor efforts are measured and rated in this critical MCL Contractor Engagement performance requirement. Narrative details and table-format depictions of the entire Contractor Engagement PBA Program are summarized in *Attachment J-5* and incorporated by and delineated in *Attachments J-5.A, Contractor Engagement PBA Evaluation Program Ratings and J-5.B, Performance-Based Acquisition (PBA) Small Business Subcontracting Evaluation Program Ratings*.

## **H.20 Voluntary Cancellation of the Alliant 3 Base Contract**

If at any point during the Base or Option periods of performance, the Contractor decides they no longer want to engage in *Participation* in the Master Contract for any reason, the Contractor may submit a written document to the PCO/ACO requesting a mutual cancellation of their Alliant 3 Base Contract. If the PCO/ACO accepts the Contractor's request, the PCO/ACO will mutually terminate for convenience and cancel the Alliant 3 Base Contract pursuant to FAR 49.109-4, No-cost settlement. Should the Government accept a request for Voluntary Cancellation from a Contractor who had been rated at any level within a *Performing* status as of their last single year period, there will not be any negative ratings assessed by the Government on the final CPAR or another contract performance assessment report for the Contractor Engagement evaluation element. This provision is independent of any other action permitted under the contract terms and conditions. In all cases, if the Alliant 3 Base Contract is canceled or terminated, the Contractor must continue to fully perform under any of their active or open Task Order(s) that had been issued under the Alliant 3 Base Contract.

## **H.21 On-Ramp for Master Contract**

An On-Ramp, as defined for purposes of this Master Contract, is an unrestricted full and open competitive acquisition conducted under the rules of FAR Part 15 Contracting by Negotiation, for the purpose of adding additional contractors to the Master Contract should the Government consider and determine the addition of contractors to be in the Government's best interest.

Over time, the total number of contractors on the Master Contract may fluctuate due to various reasons including, but not limited to industry consolidation, significant changes in the federal marketplace, advances in technology, and general economic conditions. GSA intends to periodically review the total number and capabilities of prime contractors, as well as assess the prime contractors' *Participation* in the Task Ordering process, including sole source and Fair Opportunity requirements, and one-bid responses to competitive Task Order opportunities.

An On-Ramp is planned for Master Contract years three and six. However, the Government reserves the right to defer an On-Ramp to a subsequent contract year(s). An On-Ramps may be

rescheduled until the number of contractors has reduced by at least 10% of the original planned 76 awarded contractors. Reductions typically result from matters addressed in **Section G.24**, including but not limited to: Mergers and Acquisitions, Operation of Law, Corporate Structures, Novations, and/or inadequate performance of performance-based metrics.

Prime contractors that are removed from the contract as a result of nonperformance (also known as off-ramping) will be ineligible to gain re-entry to the contract via an On-Ramp if the removal occurred within two years of the On-Ramp's solicitation issuance date as specified on Sam.gov.

### **H.21.1 On-Ramping Determinations and Procedures**

GSA GWAC PCO Determination for an On-Ramp- The Government reserves the unilateral right to determine if and when it would be appropriate to publicly announce additional On-Ramps, inclusive of the planned On-Ramp in contract years three and six. The Government may consider conducting an On-Ramp based on the below stated primary conditions and reasons. Reduction of contractors from the original number of 76 awarded contractors is not a primary condition and reason for triggering consideration of an On-Ramp.

Background of GSA Planning the Master Contract Acquisition- The GSA GWAC PCO determined that it is in the Government's best interest considering the scope and complexity of the contract requirement for there to be an adequate number of qualified and *Participating* contractors in a *Performing status* eligible to continually meet the Government's IT services procurement requirements and ensure effective competition from agencies' Task Order RFPs/RFQs. The GSA GWAC PCO additionally determined that it is also in the Government's best interest to procure and maintain an adequate mix of capabilities and resources available within the pool of contractors to ensure that the Government's integrated IT services requirements would be continually satisfied throughout the Master Contract's term.

Conditions and Reasons for Considering and Determining an On-Ramp- The two primary conditions that may trigger the GSA GWAC PCO to consider an On-Ramp are:

- (a) Inadequate levels of competition.
- (b) Deficient levels of required technical capabilities within the mix of Master Contract contractors.

The two primary reasons for determining if an On-Ramp is in the Government's best interest are:

- (a) To ensure the ability to maintain competition among the awardees throughout the Period of Performance to the federal agencies from the current pool of contractors.
- (b) To ensure that there is a high-quality mix of resources that contractors have to perform expected Task Order requirements, FAR 16.504(c)(1)(ii)(A).

Procedures when On-Ramping is Determined to be in the Best Interest of the Government- Should the GSA GWAC PCO determine to conduct an On-Ramp in accordance with **Section H.21**, the government will engage in the following procedures:

- (a) An On-Ramp notice is published in Government Point of Entry (GPE) at (<https://www.SAM.gov>) in accordance with FAR Part 5, Publicizing Contract Actions.
- (b) An On-Ramp solicitation is issued under current Federal procurement law.
- (c) The solicitation identifies the total anticipated number of new contracts that GSA intends to award onto the Master Contract to replenish the contract pool to the original number of 76 contractors. In the event an On-Ramp produces a scored tie between the lowest scoring Offerors to obtain an award, those tied Offerors will receive an award. Only in the event of a score-tie between the lowest scoring awarded Offerors will the pool size increase above the original number of 76 contractors.
- (d) Any Offeror that meets the eligibility requirements set forth in the On-Ramp solicitation may submit a proposal in response to the solicitation.
- (e) The award decision under the On-Ramp solicitation is substantially based upon the evaluation factors/subfactors reflected in the original solicitation. GSA reserves the right to update the subfactors within each evaluation factor to match the current information technologies (IT) and the IT federal marketplace. Updated subfactors may be used for Prior Relevant Experience and Emerging Technologies (ETs), Certifications, and other subfactors. For example, ETs relevant experience criteria and their evaluations might significantly change based on IT market conditions at the time an On-Ramp is considered. Additionally, new ETs, very specific ETs, and/or a limited number of ETs might be chosen as the new subfactors to address those specific technologies within the Master Contract's Scope of Work that had not been adequately met or effectively competed to the expectations of requiring federal agencies. Also, relative evaluation weightings may be readjusted based upon the needs of the current IT federal marketplace at the time of the Government considering an On-Ramp.
- (f) The terms and conditions of any resulting awards are materially identical to the existing version of the Master Contract vehicle.
- (g) The Period of Performance term for any new awards is coterminous with the existing Master Contract term for all other contractors.
- (h) The On-Ramp competition is considered a separate and distinct open procurement, which will not interfere with the continued operation and performance of the Master Contract. Protests pertaining to the On-Ramp source selection will not interfere with review, competition, award or performance of any existing or new Task Order requirements issued to the existing Alliant 3 Base Contract holders.
- (i) Once award and notice to proceed has been issued to On-Ramp awardees, these Master Contract On-Ramp awardees will then be eligible to submit proposals in response to any prospective Task Order RFPs and accept awards with the same rights and obligations as any other prime contractor.
- (j) New On-Ramp awardees, upon receipt of a notice to proceed, will comply with and be subject to the Performance Based Acquisition Standards and metrics for Contractor Engagement and Small Business Subcontracting, as though the on-ramped awardees were starting in contract year one as delineated in the Master Contract *Attachments J-5, J-5.A, and J-5.B*.

## **H.22 Post Task Order Award Modifications and Additional Purchases**

Post Task Order Award Modifications and Additional Purchases- FAR 25, Foreign Acquisition, requirements extend throughout performance of Task Orders, to include all CLINS, Contract Modifications and Post-Task Order Award additions. Contractor compliance with 52.225-6, Trade Agreements Certificate, is an ongoing obligation throughout performance of any Task Order. In advance of any acquisition under a task order, the Contractor must provide updated Certificates to identify all (1) foreign end products and services, (2) designated country end products and services, and (3) other end products and services, to be provided by the Contractor, but not previously identified in a prior Certificate submission.

(END OF SECTION H)

## SECTION I - CONTRACT CLAUSES

### I.1 General

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

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

The OCO will identify any Optional, and/or Agency-specific provisions/clauses for each individual Task Order Request and subsequent award. The OCO will provide the provision/clause Number, Title, Date, and fill-in information (if any), as of the date the Task Order Request is issued.

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

- (a) The clause prescription for use per FAR 52.101(c).
- (b) FAR matrix per FAR 52.201(e).
- (c) The contract type of the Task Order.
- (d) As specifically cited in the Task Order.

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

- (a) Optional FAR clauses.
- (b) Agency alternate and supplemental clauses, Section J.
- (c) Alternate FAR clauses.
- (d) Task Order-specific clauses.

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

Clauses and provisions relating to the Wage Rate Requirements (Construction) (**Section B.7**) and the Service Contract Labor Standards (**Section B.8**) will be included in an individual Task Order as deemed applicable by the OCO.

#### I.1.1 DOD Agency-specific Required Provisions and Clauses

For Department of Defense (DoD) Task Orders issued under this Master Contract, provisions and clauses from the DoD FAR Supplement (DFARS) have been incorporated into the Master Contract **Attachment J-1, DoD Required Provisions and Clauses**. If applicable, these will flow down to the Task Order Level. The required provisions and clauses are updated through the

version date indicated on the *J-1 Attachment*. Alternate and supplemental provisions and clauses from Command-specific and/or DoD Component levels are not included and may be incorporated by the OCO into the specific Task Order Request and subsequent Task Order. The required DoD provisions and clauses are updated through the Master Contract version date indicated on the *J-1 Attachment*. Should *Attachment J-1* not reflect any updated DoD provision or clause at the time of Task Order Request or award, the OCOs may insert those required updated provisions or clauses into their Task Order. Periodically, during the term of the Master Contract, an update to *Attachment J-1, DoD Required Provisions and Clauses* may be executed on the Master Contract via a unilateral contract modification.

## I.2 Contract Clauses

The following clauses apply at the Master Contract (MC), as indicated by the “X” in the table and on individual Task Orders if determined applicable by the OCO. All clauses incorporated by reference (IBR) have the same force and effect as if they were given in full text. Clause numbers followed by an asterisk (\*) would require fill-ins by the OCO and would need to be incorporated into the Task Order Request and resulting Order as full text.

Upon request, the Contracting Officer will make the clause/provision full text available. Also, the full text of a clause may be accessed electronically online. (*See Attachment J-8 Website References*).

Table 9 - Contract Clauses

CLAUSE NO.	TITLE	DATE	FP	COST	TM	MC
52.202-1	Definitions.	JUN 2020	X	X	X	X
52.203-3	Gratuities.	APR 1984	X	X	X	X
52.203-5	Covenant Against Contingent Fees.	MAY 2014	X	X	X	X
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUN 2020	X	X		X
52.203-7	Anti-Kickback Procedures.	JUN 2020	X	X	X	X
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	MAY 2014	X	X	X	X
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	MAY 2014	X	X	X	X
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	SEP 2004	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	MC
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 2020	X	X	X	X
52.203-13	Contractor Code of Business Ethics and Conduct.	NOV 2021	X	X	X	X
52.203-14	Display of Hotline Poster(s).	NOV 2021	X	X	X	X
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.	JUNE 2010	X	X	X	X
52.203-16	Preventing Personal Conflicts of Interest.	JUN 2020	X	X	X	X
52.203-17	Contractor Employee Whistleblower Rights.	NOV 2023	X	X	X	X
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	JAN 2017	X	X	X	X
52.204-2	Security Requirements.	MAR 2021	X	X	X	X
52.204-5	Women-Owned Business (Other Than Small Business).	OCT 2014	X	X	X	X
52.204-9	Personal Identity Verification of Contractor Personnel.	JAN 2011	X	X	X	X
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	JUN 2020	X	X	X	X
52.204-13	System for Award Management Maintenance.	OCT 2018	X	X	X	X
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts.	OCT 2016	X	X	X	X
52.204-18	Commercial and Government Entity Code Maintenance.	AUG 2020	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	MC
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	NOV 2021	X	X	X	X
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	DEC 2023	X	X	X	X
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	NOV 2021	X	X	X	X
52.204-27	Prohibition on a ByteDance Covered Application.	JUN 2023	X	X	X	X
52.207-3	Right of First Refusal of Employment.	MAY 2006	X	X	X	X
52.207-5	Option to Purchase Equipment.	FEB 1995	X	X	X	X
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	NOV 2021	X	X	X	X
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	OCT 2018	X	X	X	X
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	NOV 2015	X	X	X	X
52.210-1	Market Research.	NOV 2021	X	X	X	X
52.211-5	Material Requirements.	AUG 2000	X	X		
52.211-11*	Liquidated Damages-Supplies, Services, or Research and Development.	SEP 2000	X			
52.211-15	Defense Priority and Allocation Requirement.	APR 2008	X	X	X	X
52.214-35	Submission of Offers in U.S. Currency.	APR 1991	X	X	X	

CLAUSE NO.	TITLE	DATE	FP	COST	TM	MC
52.215-2	Audit and Records-Negotiation.	JUN 2020	X	X	X	X
52.215-2	<i>Alternate I</i>	MAR 2009	X	X	X	X
52.215-2	<i>Alternate II</i>	AUG 2016		X		X
52.215-2	<i>Alternate III</i>	JUN 1999	X	X	X	X
52.215-8	Order of Precedence-Uniform Contract Format.	OCT 1997	X	X	X	X
52.215-9	Changes or Additions to Make-or-Buy Program.	OCT 1997	X	X	X	X
52.215-9	<i>Alternate I</i>	OCT 2010	X			X
52.215-9	<i>Alternate II</i>	OCT 2010		X		X
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	AUG 2011	X	X	X	X
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications.	JUN 2020	X	X	X	X
52.215-12	Subcontractor Certified Cost or Pricing Data.	JUN 2020	X	X	X	X
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications.	JUN 2020	X	X	X	X
52.215-14	Integrity of Unit Prices.	NOV 2021	X	X	X	X
52.215-14	<i>Alternate I</i>	OCT 1997	X	X	X	X
52.215-15	Pension Adjustments and Asset Reversions.	OCT 2010	X	X	X	X
52.215-17	Waiver of Facilities Capital Cost of Money.	OCT 1997	X	X	X	X
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	JULY 2005	X	X	X	X
52.215-19	Notification of Ownership Changes.	OCT 1997	X	X	X	X
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications.	NOV 2021	X	X	X	X
52.215.21	<i>Alternate I</i>	OCT 2010	X	X	X	X
52.215-21	<i>Alternate II</i>	OCT 1997	X	X	X	X
52.215-21	<i>Alternate III</i>	OCT 1997	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	MC
52.215-21	<i>Alternate IV</i>	OCT 2010	X	X	X	X
52.215-23	Limitations on Pass-Through Charges.	JUN 2020		X		X
52.216-4	Economic Price Adjustment-Labor and Material.	JAN 2017	X		X	X
52.216-5	Price Redetermination-Prospective	JAN 2022	X		X	X
52.216-6*	Price Redetermination-Retroactive.	JAN 2022	X		X	X
52.216-7*	Allowable Cost and Payment.	AUG 2018		X	X	X
52.216-8	Fixed Fee.	JUN 2011		X	X	X
52.216-10	Incentive Fee.	JUN 2011		X	X	X
52.216-11	Cost Contract-No Fee.	APR 1984		X	X	X
52.216-12	Cost-Sharing Contract-No Fee.	APR 1984		X		X
52.216-16*	Incentive Price Revision-Firm Target.	JAN 2022	X		X	X
52.216-16	<i>Alternate I</i>	APR 1984	X		X	X
52.216-17*	Incentive Price Revision-Successive Targets.	JAN 2022	X		X	X
52.216-17	<i>Alternate I</i>	APR 1984	X		X	X
52.216-32*	Task-Order and Delivery-Order Ombudsman. ( <i>Alternate I</i> )	SEPT 2019	X	X	X	X
52.217-2	Cancellation Under Multi-year Contracts.	OCT 1997	X			X
52.217-8*	Option to Extend Services.	NOV 1999	X	X	X	X
52.219-4	Notice of Price Evaluation Preference For HUBZone Small Business Concerns.	OCT 2022	X	X	X	X
52.219-8	Utilization of Small Business Concerns.	FEB 2024	X	X	X	X
52.219-9	Small Business Subcontracting Plan.	SEP 2023	X	X	X	X
52.219-9	<i>Alternate II</i>	NOV 2016	X	X	X	X
52.219-14	Limitations on Subcontracting.	OCT 2022	X	X	X	
52.219-16	Liquidated Damages-Subcontracting Plan.	SEP 2021	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	MC
52.219-28	Post-Award Small Business Program Rerepresentation.	FEB 2024	X	X	X	X
52.222-1	Notice to the Government of Labor Disputes.	FEB 1997	X	X	X	X
52.222-2	Payment for Overtime Premiums.	JUL 1990		X		X
52.222-3	Convict Labor.	JUNE 2003	X	X	X	X
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation.	MAY 2018	X	X	X	X
52.222-19	Child Labor-Cooperation with Authorities and Remedies.	FEB 2024	X	X	X	X
52.222-21	Prohibition of Segregated Facilities.	APR 2015	X	X	X	X
52.222-26	Equal Opportunity.	SEPT 2016	X	X	X	X
52.222-29	Notification of Visa Denial.	APR 2015	X	X	X	X
52.222-35	Equal Opportunity for Veterans. (In full text below)	JUN 2020	X	X	X	X
52.222-36	Equal Opportunity for Workers with Disabilities. (In full text below)	JUN 2020	X	X	X	X
52.222-36	<i>Alternate I</i>	JUL 2014	X	X	X	X
52.222-37	Employment Reports on Veterans.	JUN 2020	X	X	X	X
52.222-38	Compliance with Veterans' Employment Reporting Requirements.	FEB 2016	X	X	X	X
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	DEC 2010	X	X	X	X
52.222-50	Combating Trafficking in Persons.	NOV 2021	X	X	X	X
52.222-54	Employment Eligibility Verification.	MAY 2022	X	X	X	X
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts.	MAY 2024	X	X	X	X
52.223-3	Hazardous Material Identification and Material Safety Data.	FEB 2021	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	MC
52.223-3	<i>Alternate I</i>	JULY 1995	X	X	X	X
52.223-5	Pollution Prevention and Right-To-Know Information.	MAY 2024	X	X	X	X
52.223-10	Waste Reduction Program.	MAY 2024	X	X		
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	MAY 2024	X	X	X	X
52.223-19	Compliance with Environmental Management Systems.	MAY 2011	X	X	X	X
52.224-1	Privacy Act Notification.	APR 1984	X	X	X	X
52.224-2	Privacy Act.	APR 1984	X	X	X	X
52.225-3	<i>Alternate I</i>	RESERVED	X	X	X	X
52.225-3	<i>Alternate II</i>	DEC 2022	X	X	X	X
52.225-3	<i>Alternate III</i>	NOV 2023	X	X	X	X
52.225-5	Trade Agreements.	NOV 2023	X	X		X
52.225-8	Duty-Free Entry.	OCT 2010	X	X	X	X
52.225-13	Restrictions on Certain Foreign Purchases.	FEB 2021	X	X		X
52.225-14	Inconsistency between English Version and Translation of Contract.	FEB 2000	X	X	X	X
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States.	MAY 2020	X	X	X	X
52.226-7	Drug-Free Workplace.	MAY 2024	X	X	X	X
52.227-1	Authorization and Consent.	JUN 2020	X	X		X
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	JUN 2020	X	X		
52.227-3	Patent Indemnity.	APR 1984	X	X		X
52.227-3*	<i>Alternate I</i>	APR 1984	X	X		X
52.227-3*	<i>Alternate II</i>	APR 1984	X	X		X
52.227-5*	Waiver of Indemnity.	APR 1984	X	X		X
52.227-9	Refund of Royalties.	APR 1984	X			X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	MC
52.227-10	Filing of Patent Applications-Classified Subject Matter.	DEC 2007	X	X		X
52.227-11	Patent Rights-Ownership by the Contractor.	MAY 2014	X	X		
52.227-13	Patent Rights-Ownership by the Government.	DEC 2007	X	X		
52.227-14	Rights in Data-General.	MAY 2014	X	X	X	X
52.227-14	<i>Alternate I</i>	DEC 2007	X	X	X	X
52.227-14*	<i>Alternate II</i>	DEC 2007	X	X	X	X
52.227-14*	<i>Alternate III</i>	DEC 2007	X	X	X	X
52.227-14	<i>Alternate IV</i>	DEC 2007	X	X	X	X
52.227-14	<i>Alternate V</i>	DEC 2007	X	X	X	X
52.227-16	Additional Data Requirements.	JUN 1987	X	X		
52.227-17	Rights in Data-Special Works.	DEC 2007	X	X	X	
52.227-19	Commercial Computer Software License.	DEC 2007	X			X
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment-Major Systems.	MAY 2014	X	X	X	X
52.227-22	Major System-Minimum Rights.	JUN 1987	X	X	X	X
52.227-23	Rights to Proposal Data (Technical).	JUN 1987	X	X	X	X
52.228-3	Workers' Compensation Insurance (Defense Base Act).	JUL 2014	X	X	X	
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas.	APR 1984	X	X	X	
52.228-5	Insurance-Work on a Government Installation.	JAN 1997	X			X
52.228-7	Insurance-Liability to Third Persons.	MAR 1996		X		X
52.229-3	Federal, State, and Local Taxes.	FEB 2013	X		X	X
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments).	FEB 2013	X		X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	MC
52.229-6	Taxes-Foreign Fixed-Price Contracts.	FEB 2013	X		X	X
52.229-8*	Taxes-Foreign Cost-Reimbursement Contracts.	MAR 1990		X		X
52.229-10*	State of New Mexico Gross Receipts and Compensating Tax.	APR 2003		X	X	X
52.230-2	Cost Accounting Standards.	JUN 2020	X	X	X	X
52.230-3	Disclosure and Consistency of Cost Accounting Practices.	JUN 2020	X	X	X	X
52.230-4	Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns.	JUN 2020	X	X	X	X
52.230-5	Cost Accounting Standards-Educational Institution.	JUN 2020	X	X	X	X
52.230-6	Administration of Cost Accounting Standards.	JUN 2010	X	X	X	X
52.232-1	Payments.	APR 1984	X			
52.232-7*	Payments under Time-and-Materials and Labor-Hour Contracts.	NOV 2021			X	
52.232-8	Discounts for Prompt Payment.	FEB 2002	X		X	
52.232-9	Limitation on Withholding of Payments.	APR 1984	X	X	X	
52.232-11	Extras.	APR 1984	X			
52.232-16*	Progress Payments.	NOV 2021	X			X
52.232-16	<i>Alternate I</i>	MAR 2000	X			X
52.232-17	Interest.	MAY 2014	X	X	X	X
52.232-18	Availability of Funds.	APR 1984	X	X	X	X
52.232-19*	Availability of Funds for the Next Fiscal Year. (In full text below. OCO should provide in full text)	APR 1984	X	X		
52.232-20	Limitation of Cost.	APR 1984		X		X
52.232-22	Limitation of Funds.	APR 1984		X		X
52.232-23	Assignment of Claims.	MAY 2014	X	X	X	X
52.232-23	<i>Alternate I</i>	APR 1984	X	X	X	X
52.232-25	Prompt Payment.	JAN 2017	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	MC
52.232-25	<i>Alternate I</i>	FEB 2002		X	X	X
52.232-32	Performance-Based Payments	APR 2012	X	X	X	X
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	OCT 2018	X	X	X	X
52.232-36	Payment by Third Party.	MAY 2014	X	X	X	X
52.232-37	Multiple Payment Arrangements.	MAY 1999	X	X	X	X
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	MAR 2023	X	X	X	X
52.233-1	Disputes.	MAY 2014	X	X	X	X
52.233-1	<i>Alternate I</i>	DEC 1991	X	X	X	X
52.233-3	Protest after Award.	AUG 1996	X		X	X
52.233-3	<i>Alternate I</i>	JUNE 1985		X		X
52.233-4	Applicable Law for Breach of Contract Claim.	OCT 2004	X	X	X	X
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	APR 1984	X	X	X	X
52.237-3	Continuity of Services.	JAN 1991	X	X		X
52.237-9	Waiver of Limitation on Severance Payments to Foreign Nationals.	DEC 2022		X	X	X
52.239-1	Privacy or Security Safeguards.	AUG 1996	X	X	X	X
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities.	NOV 2024	X	X	X	X
52.242-1	Notice of Intent to Disallow Costs.	APR 1984	X	X	X	X
52.242-3	Penalties for Unallowable Costs.	DEC 2022		X	X	X
52.242-4	Certification of Final Indirect Costs.	JAN 1997		X	X	X
52.242-13	Bankruptcy.	JULY 1995	X	X	X	X
52.243-1	Changes-Fixed-Price.	AUG 1987	X			X
52.243-1	<i>Alternate I</i>	APR 1984	X			X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	MC
52.243-1	<i>Alternate II</i>	APR 1984	X			X
52.243-1	<i>Alternate III</i>	APR 1984	X			X
52.243-2	Changes-Cost-Reimbursement.	AUG 1987		X		X
52.243-2	<i>Alternate I</i>	APR 1984		X		X
52.243-2	<i>Alternate II</i>	APR 1984		X		X
52.243-2	<i>Alternate V</i>	APR 1984		X		X
52.243-3	Changes-Time-and-Materials or Labor-Hours	SEPT 2000			X	X
52.243-6	Change Order Accounting.	APR 1984	X	X		X
52.243-7	Notification of Changes.	JAN 2017	X	X	X	X
52.244-2*	Subcontracts.	JUN 2020	X	X	X	X
52.244-2	<i>Alternate I</i>	JUNE 2020		X		X
52.244-5	Competition in Subcontracting.	AUG 2024	X	X		X
52.244-6	Subcontracts for Commercial Products and Commercial Services.	FEB 2024	X	X	X	X
52.245-1	Government Property.	SEP 2021	X	X	X	X
52.245-1	<i>Alternate I</i>	APR 2012	X	X	X	X
52.245-1	<i>Alternate II</i>	APR 2012	X	X	X	X
52.245-2*	Government Property Installation Operation Services. (OCO should provide in full text)	APR 2012	X	X	X	
52.245-9	Use and Charges.	APR 2012	X	X	X	X
52.246-19*	Warranty of Systems and Equipment under Performance Specifications or Design Criteria.	MAY 2001	X			
52.246-19	<i>Alternate I</i>	APR 1984	X			
52.246-19	<i>Alternate II</i>	APR 1984	X			
52.246-19	<i>Alternate III</i>	APR 1984	X			
52.246-20*	Warranty of Services.	MAY 2001	X			X
52.246-23	Limitation of Liability.	FEB 1997	X	X		X
52.246-24	Limitation of Liability-High-Value Items.	FEB 1997	X	X		X
52.246-25	Limitation of Liability-Services.	FEB 1997	X	X	X	X

CLAUSE NO.	TITLE	DATE	FP	COST	TM	MC
52.247-1*	Commercial Bill of Lading Notations.	FEB 2006	X	X	X	X
52.247-63*	Preference for US-Flag Air Carriers.	JUNE 2003	X	X	X	X
52.247-67*	Submission of Transportation Documents for Audit. (OCO should provide in full text)	FEB 2006	X	X	X	
52.248-1*	Value Engineering.	JUN 2020	X	X		X
52.248-1	<i>Alternate I</i>	APR 1984	X	X	X	X
52.248-1	<i>Alternate II</i>	JAN 2015	X	X	X	X
52.248-1	<i>Alternate III</i>	APR 1984	X	X	X	X
52.249-2	Termination for Convenience of the Government (Fixed-Price).	APR 2012	X		X	X
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	APR 1984	X			X
52.249-6	Termination (Cost-Reimbursement).	MAY 2004		X		X
52.249-6	<i>Alternate IV</i>	SEPT 1996			X	
52.249-8	Default (Fixed-Price Supply and Service.)	APR 1984	X			X
52.249-14	Excusable Delays.	APR 1984		X	X	
52.251-1	Government Supply Sources.	APR 2012	X	X	X	X
52.251-2	Interagency Fleet Management System Vehicles and Related Services.	JAN 1991		X		
52.253-1	Computer Generated Forms.	JAN 1991	X	X	X	X

### I.2.1 Acquisition of Commercial IT Supplies or Services

The following FAR clauses apply to Orders when there is an acquisition of commercial IT supplies or services that meet the definition of commercial items at FAR 2.101. They will be incorporated in full text into individual Orders, as applicable.

*Table 10 - Commercial Clauses*

CLAUSE NO.	TITLE	DATE	FP	COST	TM	MC
52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services.	NOV 2023	X		X	
52.212-4	<i>Alternate I</i>	NOV 2021	X		X	
52.212-5	Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services.	JAN 2025 (DEVIATION FEB 2025)	X		X	
52.212-5	<i>Alternate I</i>	FEB 2000	X		X	
52.212-5	<i>Alternate II</i>	JAN 2025	X		X	

### I.3 FAR Regulations Incorporated in Full

#### 1.3.1 FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021).

(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) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of Clause)

### **I.3.2 FAR 52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition (DEC 2023).**

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

*Covered article*, as defined in [41 U.S.C. 4713\(k\)](#), means—

- (1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ( [47 U.S.C. 153](#));
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or

more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201–1.303\(d\)](#) and [\(e\)](#):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Intelligence community*, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*National security system*, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business

applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition.

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304 [c]). However, see paragraph (c) of this clause.

(5) (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) Notice and reporting requirement.

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3) (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For Indefinite Delivery Contracts, the Contractor shall report to both the contracting office for the Indefinite Delivery Contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

- (C) Name of the product or service provided to the Government or used during performance of the contract;
- (D) Name of the covered article or source subject to a FASCSA order;
- (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
- (F) Brand;
- (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (H) Item description; and
- (I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

- (A) Any further available information about mitigation actions undertaken or recommended.
- (B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) Subcontracts.

- (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
- (2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of Clause)

*Alternate I* (Dec 2023). As prescribed in [4.2306\(c\)](#), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause:

(b) *Prohibition*. (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

[ Contracting Officer must select either “yes” or “no” for each of the following types of FASCSA orders:]

Yes  No  DHS FASCSA Order

Yes  No  DoD FASCSA Order

Yes  No  DNI FASCSA Order

#### **I.3.4 FAR 52.215-19 Notification of Ownership Changes. (OCT 1997)**

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

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

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

(b) The Contractor shall-

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

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor’s ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR [15.408](#) (k).

(End of Clause)

#### **I.3.3 FAR 52.216-18 Ordering. (AUG 2020)**

(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 [03/10/2026](#) through [03/09/2036](#).

(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) A delivery order or task order is considered "issued" when—
- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
  - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
  - (3) If sent electronically, the Government either—
    - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
    - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

### **I.3.5 FAR 52.216-19 Order Limitations. (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1 Million, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of \$1 Billion per year;
  - (2) Any order for a combination of items in excess of \$1 Billion per year; or
  - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within (3) work days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**I.3.6 FAR 52.216-21 Requirements. (OCT 1995)**

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months following the expiration of the Alliant 3 contract.

(End of Clause)

**I.3.7 FAR 52.216-22 Indefinite Quantity. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The

Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 60 months following the expiration of the Alliant 3 contract.

(End of Clause)

**I.3.8 FAR 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of the contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

**I.3.9 FAR 52.222-35 Equal Opportunity for Veterans. (JUN 2020)**

(a) Definitions. As used in this clause-

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

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

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

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

Notice: The following term(s) of this clause are waived for this contract:

\_\_\_\_\_ [List term(s)].

**I.3.10 FAR 52.222-36 Equal Opportunity for Workers with Disabilities.  
(JUN 2020)**

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

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

**I.3.11 FAR 52.232-19 Availability of Funds for the Next Fiscal Year.  
(APR 1984)**

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

(End of Clause)

**I.3.12 FAR 52.232-40 Providing Accelerated Payments to Small  
Business Subcontractors (MAR 2023)**

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of Clause)

**I.3.13 FAR 52.237-3 Continuity of Services. (JAN 1991)**

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

(1) Furnish phase-in training; and

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

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

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

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

(End of Clause)

## I.4 General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

*Table 11 - GSAR 552 Clauses Incorporated by Reference*

CLAUSE #	CLAUSE TITLE	DATE
552.203-71	Restriction on Advertising.	SEP 1999
552.204-9	Personal Identity Verification Requirements.	APR 2023
552.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services (FAR DEVIATION 52.212-4)	JAN 2023
552.215-70	Examination of Records by GSA.	JUN 2016
552.216-75	Transactional Data Reporting.	MAY 2023
552.228-5	Government as Additional Insured.	JAN 2016
552.229-71	Federal Excise Tax—DC Government.	SEP 1999
552.232-23	Assignment of Claims.	SEP 1999
552.232-25	Prompt Payment. (Deviation FAR 52-232-25)	JAN 2022
552.237-73	Restriction on Disclosure of Information.	JUNE 2009

### I.4.1 GSAR 552.232-39 Unenforceability of Unauthorized Obligations. (FEB 2018) (FAR Deviation)

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

- (1) Any such language, provision, or clause is unenforceable against the Government.
- (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such language, provision, or clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or

- “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (3) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.
- (b) Paragraph (a) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

**I.4.2 GSAR 552.232-78 Commercial Supplier Agreements—  
Unenforceable Clauses. (FEB 2018)**

- (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 commercial supplier agreement terms provided: if they are not material. A material change is defined as:

- (A) Terms that significantly change Government rights or obligations;
  - (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 license 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 Federal Supply Schedule 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)

**I.4.3 GSAR 552.252-6 Authorized Deviations in Clauses. (NOV 2021)  
(Deviation FAR 52.252-6)**

(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)

(END OF SECTION I)

## SECTION J - LIST OF ATTACHMENTS

- (a) J-1, DoD Required Provisions and Clauses.
- (b) J-2, Government Security Publications and Contractor Minimum Security Requirements for Select Systems.
- (c) J-3, Alliant 3 Labor Categories and BLS Service Occupational Classifications.
- (d) J-4, Cybersecurity and Supply Chain Risk Management (SCRM) References.
- (e) J-5, Performance Requirements Summary (PRS).
- (f) J-5.A, Contractor Engagement PBA Evaluation Program Ratings.
- (g) J-5.B, Performance-based Acquisition (PBA) Small Business Subcontracting Evaluation Program Ratings.
- (h) J-7, Individual Small Business Subcontracting Plan.
- (i) J-8, Website References.

*Table 12 - RFP Attachments*

<b>Section</b>	<b>Description</b>	<b>Type</b>
J.P-1	A3 Contractor Teaming Arrangement (CTA) Template	PDF
J.P-2	A3 Primary NAICS Code Relevant Experience Project Template	PDF
J.P-3	A3 Emerging Technology Relevant Experience Project Template	PDF
J.P-4	A3 Subcontractor Experience Project Template	PDF
J.P-5	A3 Small Business Engagement Template	PDF
J.P-6	A3 Past Performance Rating Template	PDF
J.P-7	A3 Federal Contract FPDS Crosswalk Sample	PDF
J.P-8	A3 Price Template	Excel
J.P-9	A3 Model Individual Subcontracting Plan	Excel
J.P-10	A3 GSA Form 527 Contractor Qualification and Financial Information	PDF
J.P-11	A3 Contractor C-SCRM Responsibility Questionnaire	Excel
J.P-12	A3 C-SCRM References	PDF
J.P-13	A3 C-SCRM Plan Template	Excel
J.P-14	A3 C-SCRM Control Selections	Excel
J.P-15	Reserved	N/A
J.P-16	A3 Self-Scoring Worksheet	Excel
J.P-17	A3 C-SCRM Plan Preparation Guide	PDF
J.P-18	A3 Labor Rate Attestation	PDF

\*The above attachments are for use during the solicitation process and will not remain with the Master Contract following the award.

## ATTACHMENT J-1 - DOD REQUIRED PROVISIONS AND CLAUSES

As referenced in *Section I.1.1, DOD Agency-specific Required Provisions and Clauses*, the following agency specific Department of Defense (DoD) provisions and clauses are provided for Task Orders solicited and issued under the Master Contract.

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

**Updated as of: MARCH 2024**

### J-1.1 Provisions

- DFARS 252.203-7005, Representation Relating to Compensation of Former DOD Officials. (SEP 2022).
- DFARS 252.209-7002, Disclosure of Ownership or Control by a Foreign Government (DEC 2022).
- DFARS 252.209-7008, Notice of Prohibition Relating to Organizational Conflict of Interest – Major Defense Acquisition Program. (DEC 2010).
- DFARS 252.215-7008, Only One Offer. (DEC 2022).
- DFARS 252.216-7002, Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements – Other Than Commercial Acquisition with Adequate Price Competition. (JAN 2023).
- DFARS 252.225-7003, Report of Intended Performance Outside the United States and Canada—Submission with Offer. (OCT 2020).
- DFARS 252.225-7020, Trade Agreements Certificate-Basic. (NOV 2014).
- DFARS 252.225-7031, Secondary Arab Boycott of Israel. (JUN 2005).
- DFARS 252.225-7035, Buy American Act-Free Trade Agreements–Balance of Payment Program Certificate–Basic. (FEB 2024).
- DFARS 252.234-7001, Notice of Earned Value Management System. (APR 2008).

## **J-1.2 Full Text Provisions / Representations and Certifications**

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

### **J-1.2.1 DFARS 252.204-7007, Alternate A, Annual Representations and Certifications. (OCT 2023)**

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (e) applies.

(ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) [252.204-7016](#) , Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.

(ii) [252.216-7008](#) , Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) [252.225-7042](#) , Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) [252.225-7049](#) , Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) [252.225-7050](#) , Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) [252.229-7012](#) , Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) [252.229-7013](#) , Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: *[Contracting Officer check as appropriate.]*

\_\_\_ (i) [252.209-7002](#) , Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) [252.225-7000](#) , Buy American—Balance of Payments Program Certificate.

\_\_\_ (iii) [252.225-7020](#) , Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) [252.225-7031](#) , Secondary Arab Boycott of Israel.

\_\_\_ (v) [252.225-7035](#) , Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

\_\_\_ (vi) [252.226-7002](#) , Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

\_\_\_ (vii) [252.232-7015](#) , Performance-Based Payments—Representation.

(d) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov> . After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204–8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size

standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [ *Offeror to insert changes, identifying change by provision number, title, date* ]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of Provision)

**J-1.2.2 DFARS 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements. (NOV 2023)**

(a) *Definitions.*

“Basic Assessment”, “Medium Assessment”, and “High Assessment” have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

“Covered contractor information system” has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) *Requirement.* In order to be considered for award, if the Offeror is required to implement NIST SP 800–171, the Offeror shall have a current assessment ( *i.e.*, not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204–7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800–171 DoD Assessments are described in the NIST SP 800–171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf> .

(c) *Procedures.*

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment ( *i.e.*, not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) ( ) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

<b>System Security Plan</b>	<b>CAGE Codes supported by this plan</b>	<b>Brief description of the plan architecture</b>	<b>Date of assessment</b>	<b>Total Score</b>	<b>Date score of 110 will be achieved</b>

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) *Accessibility.*

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User’s Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as “Controlled Unclassified Information (CUI)” and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of Provision)

**J-1.2.3 DFARS 252.209-7006 Limitations on Contractors Acting as Lead System Integrators. (DEC 2022)**

(a) Definitions. “Lead system integrator,” “lead system integrator with system responsibility,” and “lead system integrator without system responsibility,” as used in this provision, have the meanings given in the clause of this solicitation entitled “Prohibited Financial Interests for Lead System Integrators” (DFARS 252.209-7007).

(b) General. Unless an exception is granted, no contractor performing lead system integrator functions in the acquisition of a major system by the Department of Defense may have any direct financial interest in the development or construction of any individual system or element of any system of systems.

(c) Representations.

(1) The Offeror represents that it does  does not  propose to perform this contract as a lead system integrator with system responsibility.

(2) The Offeror represents that it does  does not  propose to perform this contract as a lead system integrator without system responsibility.

(3) If the Offeror answered in the affirmative in paragraph (c)(1) or (2) of this provision, the offeror represents that it does  does not  have any direct financial interest as described in paragraph (b) of this provision with respect to the system(s), subsystem(s), system of systems, or services described in this solicitation.

(d) If the Offeror answered in the affirmative in paragraph (c)(3) of this provision, the offeror should contact the Contracting Officer for guidance on the possibility of submitting a mitigation plan and/or requesting an exception.

(e) If the Offeror does have a direct financial interest, the Offeror may be prohibited from receiving an award under this solicitation, unless the Offeror submits to the Contracting Officer appropriate evidence that the Offeror was selected by a subcontractor to serve as a lower-tier subcontractor through a process over which the Offeror exercised no control.

(f) This provision implements the requirements of 10 U.S.C. 4292.

(End of Provision)

**J-1.2.4 DFARS 252.209-7998 Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (Deviation 2012-O0007 (MAR 2012))**

See Class Deviation 2012-O0007, Prohibition Against Contracting with Corporations that Have a Felony Conviction, dated March 9, 2012. Contracting officers shall include the provision at 252.209-7998 in all solicitations that will use funds made available by Division H of the Consolidated Appropriations Act, 2012, including solicitations for acquisition of commercial items under FAR part 12, and shall apply the restrictions included in the deviation. This deviation is effective beginning March 9, 2012, and remains in effect until incorporated in the FAR or DFARS or otherwise rescinded.

(End of Provision)

**J-1.2.5 DFARS 252.209-7999 Representation Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Deviation 2012-O0004). (JAN 2012)**

See Class Deviation 2012-O0004, Prohibition Against Contracting With Corporations That Have an Unpaid Delinquent Tax Liability or a Felony Conviction under Federal Law, dated January 23, 2012. Contracting officers shall include this provision in all solicitations that will use funds made available by Division A of the Consolidated Appropriations Act, 2012, including solicitations for acquisition of commercial items under FAR Part 12, and shall apply the restrictions included in the deviation. This deviation is effective beginning January 23, 2012, and remains in effect until incorporated in the FAR or DFARS or otherwise rescinded.

(End of Provision)

**J-1.2.6 DFARS 252.217-7002, Offering Property for Exchange. (JUN 2012)**

As prescribed in [217.7005](#) , use the following provision:

OFFERING PROPERTY FOR EXCHANGE (JUN 2012)

- (a) The property described in item number \_\_\_\_\_, is being offered in accordance with the exchange provisions of 40 U.S.C. 503.
- (b) The property is located at (insert address). Offerors may inspect the property during the period (insert beginning and ending dates and insert hours during day).

(End of Provision)

**J-1.2.7 DFARS 252.226-7003. Drug-Free Work Force (AUG 2024)**

(a) Definitions. As used in this clause—

*Employee in a sensitive position* means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

*Illegal drugs* means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that title. The term “illegal drugs” does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee’s duties, the efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing—

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the “Mandatory Guidelines for Federal Workplace Drug Testing Programs” (53 FR 11980 (April 11 1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of Clause)

**J-1.2.8 DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions. (JAN 2023)**

As prescribed in 227.7104 (e)(2), or 227.7203-3 (a), use the following provision:

**IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2023)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data—Other Than Commercial Products and Commercial Services clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the

Small Business Innovation Research Program, the Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

<b>Technical Data or Computer Software to be Furnished with Restrictions*</b>	<b>Basis for Assertion**</b>	<b>Asserted Rights Category***</b>	<b>Name of Person Asserting Restrictions****</b>
(LIST)*****	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter “none” when all data or software will be submitted without

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of Provision)

**J-1.2.9 DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered to the Government. (JUN 1995)**

As prescribed in 227.7104(f)(2) or 227.7203-6(e), use the following provision:

TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

(a) The contract number under which the data or software were produced;

- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government’s rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of Provision)

**J-1.2.10 DFARS 252.239-7009 Representation of Use of Cloud Computing. (SEP 2015)**

(a) *Definition.* “Cloud computing,” as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) *Representation.* The Offeror represents that it—

\_\_\_\_\_ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of Provision)

**J-1.2.11 DFARS 252.246-7005, Notice of Warranty Tracking of Serialized Items. (MAR 2016)**

(a) *Definitions.* “Duration,” “enterprise”, “enterprise identifier,” “fixed expiration,” “item type,” “serialized item,” “starting event,” “unique item identifier,” “usage,” “warranty administrator,” “warranty guarantor,” and “warranty tracking” are defined in the clause at [252.246-7006](#), Warranty Tracking of Serialized Items.

(b) *Reporting of data for warranty tracking and administration.*

- (1) The Offeror shall provide the information required by the attachment entitled “Warranty Tracking Information” on each contract line item number, subline item number, or exhibit line item number for warranted items with its offer. Information required in the warranty attachment for each warranted item shall include such

information as duration, fixed expiration, item type, starting event, usage, warranty administrator enterprise identifier, and warranty guarantor enterprise identifier.

(2) The successful Offeror will be required to provide the following information no later than when the warranted items are presented for receipt and/or acceptance, in accordance with the clause at [252.246-7006](#)—

(A) The unique item identifier for each warranted item required by the attachment entitled “Warranty Tracking Information;” and

(B) All information required by the attachment entitled “Source of Repair Instructions” for each warranted item.

(3) For additional information on warranty attachments, see the “Warranty and Source of Repair” training and “Warranty and Source of Repair Tracking User Guide” accessible on the Product Data Reporting and Evaluation Program (PDREP) website at [https://www.pdrep.csd.disa.mil/pdrep\\_files/other/wsr.htm](https://www.pdrep.csd.disa.mil/pdrep_files/other/wsr.htm).

(End of Provision)

### **J-1.3 Clauses Incorporated by Reference**

- DFARS 252.201-7000, Contracting Officer’s Representative. (DEC 1991).
- DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials. (SEP 2011).
- DFARS 252.203-7001, Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies. (JAN 2023).
- DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights. (DEC 2022).
- DFARS 252.203-7003, Agency Office of the Inspector General. (AUG 2019).
- DFARS 252.203-7004, Display of Hotline Posters. (JAN 2023).
- DFARS 252.204-7000, Disclosure of Information. (OCT 2016).
- DFARS 252.204-7002, Payment for Contract Line or Subline Items Not Separately Priced. (APR 2020).
- DFARS 252.204-7003, Control of Government Personnel Work Product. (APR 1992).
- DFARS 252.204-7004, Antiterrorism Awareness Training for Contractors. (JAN 2023).
- DFARS 252.204-7006, Billing Instructions–Cost Vouchers. (MAY 2023).
- DFARS 252.204-7007, Alternate A, Annual Representations and Certifications. (OCT 2023).
- DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting. (May 2024).
- DFARS 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support. (JAN 2023).
- DFARS 252.204-7020-NIST SP 800-171 DoD Assessment Requirements. (NOV 2023).
- DFARS 252.204-7021, Cybersecurity Maturity Model Certification Requirements. (JAN 2023).
- DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders. (JUN 2023).
- DFARS 252.209-7004, Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. (MAY 2019).

- DFARS 252.209-7007, Prohibited Financial Interests for Lead System Integrators. (DEC 2022).
- DFARS 252.209-7009, Organizational Conflict of Interest-Major Defense Acquisition Program (MAY 2019).
- DFARS 252.211-7003, Item Unique Identification and Valuation. (JAN 2023).
- DFARS 252.211-7008, Use of Government-Assigned Serial Numbers. (SEP 2010).
- DFARS 252.215-7002, Cost Estimating System Requirements. (DEC 2012).
- DFARS 252.215-7009, Proposal Adequacy Checklist. (MAR 2023).
- DFARS 252.216-7004, Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel. (SEP 2011).
- DFARS 252.216-7009, Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding. (DEC 2022).
- DFARS 252.217-7001, Surge Option. (DEC 2018) (applicable to Order Only if Surge Option will be required).
- DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) – BASIC. (DEC 2019).
- DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (DEC 2019) Alternate I (DEC 2019).
- DFARS 252.219-7011, Notification to Delay Performance. (JUN 1998).
- DFARS 252.222-7000, Restrictions on Employment of Personnel. (MAR 2000).
- DFARS 252.222-7002, Compliance with Local Labor Laws (Overseas). (JUN 1997).
- DFARS 252.222-7006, Restrictions on the Use of Mandatory Arbitration Agreements. (JAN 2023).
- DFARS 252.223-7006, Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials-Basic. (SEP 2014).
- DFARS 252.223-7008, Prohibition of Hexavalent Chromium. (JAN 2023).
- DFARS 252.225-7002, Qualifying Country Sources as Subcontractors. (MAR 2022).
- DFARS 252.225-7003, Report of Intended Performance Outside the United States and Canada-Submission with Offer. (OCT 2020).
- DFARS 252.225-7004, Report of Intended Performance Outside the United States and Canada-Submission after Award. (JUL 2024).
- DFARS 252.225-7005, Identification of Expenditures in the United States. (JUN 2005).
- DFARS 252.225-7012, Preference for Certain Domestic Commodities. (APR 2022).
- DFARS 252.225-7013, Duty-Free Entry. (NOV 2023).
- DFARS 252.225-7021, Trade Agreements – BASIC. (FEB 2024).
- DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States. (OCT 2023).
- DFARS 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the United States. (JUN 2015).
- DFARS 252.225-7048, Export-Controlled Items. (JUN 2013).
- DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. (JAN 2023).
- DFARS 252.226-7003, Drug-Free Work Force. (AUG 2024).
- DFARS 252.227-7013, Rights in Technical Data-Other Than Commercial Products and Commercial Services. (MAR 2023).

- DFARS 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation. (MAR 2023).
- DFARS 252.227-7015, Technical Data - Commercial Products and Commercial Services. (MAR 2023).
- DFARS 252.227-7016, Rights in Bid or Proposal Information. (JAN 2023).
- DFARS 252.227-7019, Validation of Asserted Restrictions-Computer Software. (JAN 2023).
- DFARS 252.227-7020, Rights In Special Works. (JUN 1995).
- DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (JAN 2023).
- DFARS 252.227-7027, Deferred Ordering of Technical Data or Computer Software. (APR 1988).
- DFARS 252.227-7030, Technical Data–Withholding of Payment. (MAR 2000).
- DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data. (JAN 2023).
- DFARS 252.231-7000, Supplemental Cost Principles. (DEC 1991).
- DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports. (DEC 2018).
- DFARS 252.232-7006, Wide Area WorkFlow Payment Instructions. (JAN 2023).
- DFARS 252.232-7007, Limitation of Governments Obligation. (APR 2014).
- DFARS 252.232-7010, Levies on Contract Payments. (DEC 2006).
- DFARS 252.239-7000, Protection Against Compromising Emanations. (OCT 2019).
- DFARS 252.239-7001, Information Assurance Contractor Training and Certification. (JAN 2008).
- DFARS 252.239-7010, Cloud Computing Services. (JAN 2023).
- DFARS 252.239-7018, Supply Chain Risk. (DEC 2022).
- DFARS 252.242-7004, Material Management and Accounting System. (MAY 2011).
- DFARS 252.242-7005, Contractor Business Systems. (FEB 2012).
- DFARS 252.242-7006, Accounting System Administration. (FEB 2012).
- DFARS 252.243-7001, Pricing of Contract Modifications. (DEC 1991).
- DFARS 252.243-7002, Requests for Equitable Adjustment. (DEC 2022).
- DFARS 252.244-7000, Subcontracts for Commercial Products or Commercial Services. (NOV 2023).
- DFARS 252.244-7001, Contractor Purchasing System Administration – BASIC. (MAY 2014).
- DFARS 252.245-7003, Contractor Property Management System Administration. (APR 2012).
- DFARS 252.245-7005 - Management and Reporting of Government Property. (JAN 2024)
- DFARS 252.246-7001, Warranty of Data. (MAR 2014).
- DFARS 252.246-7003, Notification of Potential Safety Issues. (JAN 2023).
- DFARS 252.246-7006, Warranty Tracking of Serialized Items (MAR 2016).
- DFARS 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System. (JAN 2023).

- DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer. (JAN 2023).
- DFARS 252.247-7023, Transportation of Supplies by Sea – BASIC. (OCT 2024).
- DFARS 252.249-7002, Notification of Anticipated Contract Termination or Reduction. (DEC 2022).
- DFARS 252.251-7000, Ordering from Government Supply Sources. (AUG 2012).

Provisions and clauses provided by reference can be viewed on (<https://www.acquisition.gov>).  
Class Deviations may be viewed on ([http://www.acq.osd.mil/dpap/dars/class\\_deviations.html](http://www.acq.osd.mil/dpap/dars/class_deviations.html)).

(End of Attachment J-1)

## ATTACHMENT J-2 - GOVERNMENT SECURITY PUBLICATIONS AND CONTRACTOR MINIMUM SECURITY REQUIREMENTS FOR SELECT SYSTEMS

The Government requires that IT solutions meet Federal security standards. The security requirements of government sensitive data and IT resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers are located in *Section H.7, Security-Safeguarding Sensitive Data and Information Technology Resources*. Additional security requirements, standards and specifications may be provided at the Task level and the contractors must understand certain Security Publications so that contractors are prepared to comply if encountered at the Task level. Furthermore, the Government requires that Contractors ensure a minimal level of security for certain select systems as outlined in this document.

### J-2.1 Federal Security Standards at the Task Order Level

Contractors entering into an agreement for services at the Task Order Level to the General Services Administration (GSA) and/or its Federal customers shall be contractually subject to all GSA and Federal IT Security standards, policies, and reporting requirements. The Contractor shall meet and comply with all GSA IT Security Policies and all applicable GSA and NIST standards and guidelines, and other Government-wide laws and regulations for protection and security of IT. All GSA Contractors must comply with the GSA policies referenced within the GSA IT Security Policy that are listed under *Section H.7*.

#### J-2.1.1 Safeguarding Sensitive Data and Information Technology Resources

Contractors are also required to comply with Federal Information Processing Standards (FIPS), the "[Special Publication 800 series](#)" guidelines published by NIST, and the requirements of FISMA.

- (a) FAR 52.204-21 (NOV 2021) Basic Safeguarding of Covered Contractor Information Systems.
- (b) Federal Information Security Management Act (FISMA) of 2002.
- (c) Clinger-Cohen Act of 1996 also known as the "Information Technology Management Reform Act of 1996".
- (d) Privacy Act of 1974 (5 U.S.C. § 552a).
- (e) Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors", August 27, 2004.
- (f) Office of Management and Budget (OMB) Circular A-130, Office of Management and Budget (OMB) Circular A-130, Managing Information as a Strategic Resource (July 28, 2016).
- (g) OMB Memorandum M-04-04, "E-Authentication Guidance for Federal Agencies".
- (h) FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems".
- (i) FIPS PUB 200, "Minimum Security Requirements for Federal Information and Information Systems".

- (j) FIPS PUB 140-2, "Security Requirements for Cryptographic Modules".
- (k) NIST Special Publication 800-18 Rev 1, "Guide for Developing Security Plans for Federal Information Systems".
- (l) NIST Special Publication 800-30 Rev. 1, "Guide for Conducting Risk Assessments".
- (m) NIST Special Publication 800-34 Rev. 1, "Contingency Planning Guide for Federal Information".
- (n) NIST Special Publication 800-37, Rev. 2, "Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy".
- (o) NIST Special Publication 800-47, "Security Guide for Interconnecting Information Technology Systems".
- (p) NIST Special Publication 800-53 Revision 5.1.13, "Security and Privacy Controls for Information Systems and Organizations".
- (q) NIST Special Publication 800-53A Rev. 5, "Assessing Security and Privacy Controls in Information Systems and Organizations".

### **J-2.1.2 Cloud Computing Security Requirements for the Department of Defense (DOD) and the Defense Information Systems Agency (DISA)**

For those Task Orders issued under DOD/DISA, Program Managers (PMs) or Federal Service Manager (FSMs) must implement any cloud computing services in accordance with DISA provided in the Cloud Computing Security Requirements Guide (SRG) found at the DoD Cloud Computing Security Website. (*See Attachment J-8, Website References*). Prior to contract award, all commercially provided cloud services must have a DoD Provisional Authorization granted by DISA. Prior to operational use, all cloud services must have an Authority to Operate granted by the PM/FSM's Authorizing Official. PMs/FSMs that acquire or use cloud services remain responsible for ensuring that end to end security and computer network defense requirements are met.

### **J-2.1.3 Information Security Policies, Procedures, and Practices**

In addition to being able to perform in accordance to the referenced publications as required at the Task level for sensitive data and IT resources, a contractor must ensure that the contractor's information security policies, procedures, and practices applicable to all information systems it owns or operates which contain, transmit, or process information provided by or generated for the Government to support the operations and assets of a Federal agency ("Federal Information"), which may be reasonably contemplated to be used during the performance of this contract, meet, at a minimum, the requirements of the security control baseline for Low-Impact information systems (in the most current version of NIST Special Publication 800-53), or conform to the requirements commercial standards that provide a substantially equivalent or greater level of security.

**NOTE:** This attachment is not a requirement for the Contractor to submit a System Security Plan for these systems, or for the government to provide Assessment and Authorization or

Authorization to Operate for the contractor's systems which contain, transmit, or process Federal Information.

(End of Attachment J-2)

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

### J-3.1 Background

Alliant 3 Labor Categories have been mapped to the Office of Management and Budget's (OMB) Standard Occupational Classification (SOC) for which the Bureau of Labor Statistics (BLS) maintains compensation data. Labor Categories are further subdivided by knowledge/skill level. Definitions of these knowledge/skill levels are as follows:

- (a) JUNIOR- Applies fundamental concepts, processes, practices, and procedures on technical assignments. Performs work that requires practical experience and training. Work is performed under supervision.
- (b) JOURNEYMAN- Possesses and applies expertise on multiple complex work assignments. Assignments may be broad in nature, requiring originality and innovation in determining how to accomplish tasks. Operates with appreciable latitude in developing methodology and presenting solutions to problems. Contributes to deliverables and performance metrics where applicable.
- (c) SENIOR- Possesses and applies a comprehensive knowledge across key tasks and high impact assignments. Plans and leads major technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. Functions as a technical expert across multiple project assignments. May supervise others.
- (d) SUBJECT MATTER EXPERT (SME)- Provides technical/management leadership on major tasks or technology assignments. Establishes goals and plans that meet project objectives. Has domain and expert technical knowledge. Directs and controls activities for a client, having overall responsibility for financial management, methods, and staffing to ensure that technical requirements are met. Interactions involve client negotiations and interfacing with senior management. Decision-making and domain knowledge may have a critical impact on overall project implementation. May supervise others.

### J-3.2 Individual Labor Categories

The following individual Labor Categories correspond to a single SOC Number, Title, and Functional Description.

*Table 13 - Individual Labor Categories*

<b>Labor ID #</b>	<b>Business Intelligence Analyst</b>
101	Junior Business Intelligence Analyst
102	Journeyman Business Intelligence Analyst
103	Senior Business Intelligence Analyst
104	SME - Business Intelligence Analyst
SOC No.	SOC Title and Functional Description
15-1299	Business Intelligence Analyst - Plan, direct, or coordinate activities in such fields as electronic data processing, information systems, systems analysis, and computer programming.

<b>Labor ID #</b>	<b>Computer and Information Research Scientist</b>
111	Junior Computer and Information Research Scientist
112	Journeyman Computer and Information Research Scientist
113	Senior Computer and Information Research Scientist
114	SME - Computer and Information Research Scientist
SOC No.	SOC Title and Functional Description
15-1221	Computer and Information Research Scientist - Conduct research into fundamental computer and information science as theorists, designers, or inventors. Develop solutions to problems in the field of computer hardware and software.

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

<b>Labor ID #</b>	<b>Computer and Information Systems Manager</b>
121	Junior Computer and Information Systems Manager
122	Journeyman Computer and Information Systems Manager
123	Senior Computer and Information Systems Manager
124	SME - Computer and Information Systems Manager
SOC No.	SOC Title and Functional Description
11-3021.00	Computer and Information Systems Manager - Plan, direct, or coordinate activities in such fields as electronic data processing, information systems, systems analysis, and computer programming.

<b>Labor ID #</b>	<b>Computer Hardware Engineer</b>
131	Junior Computer Hardware Engineer
132	Journeyman Computer Hardware Engineer
133	Senior Computer Hardware Engineer
134	SME - Computer Hardware Engineer
SOC No.	SOC Title and Functional Description
17-2061.00	Computer Hardware Engineer - Research, design, develop, or test computer or computer-related equipment for commercial, industrial, military, or scientific use. May supervise the manufacturing and installation of computer or computer-related equipment and components.

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

<b>Labor ID #</b>	<b>Computer Network Architect</b>
141	Junior Computer Network Architect
142	Journeyman Computer Network Architect
143	Senior Computer Network Architect
144	SME - Computer Network Architect
SOC No.	SOC Title and Functional Description
15-1241	Computer Network Architect - Design and implement computer and information networks, such as local area networks (LAN), wide area networks (WAN), intranets, extranets, and other data communications networks. Perform network modeling, analysis, and planning, including analysis of capacity needs for network infrastructures. May also design network and computer security measures. May research and recommend network and data communications hardware and software.

<b>Labor ID #</b>	<b>Computer Network Support Specialist</b>
151	Junior Computer Network Support Specialist
152	Journeyman Computer Network Support Specialist
153	Senior Computer Network Support Specialist
154	SME - Computer Network Support Specialist
SOC No.	SOC Title and Functional Description
15-1231	Computer Network Support Specialist - Analyze, test, troubleshoot, and evaluate existing network systems, such as local area network (LAN), wide area network (WAN), cloud networks, servers, and other data communications networks. Perform network maintenance to ensure networks operate correctly with minimal interruption.

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

<b>Labor ID #</b>	<b>Computer Operator</b>
161	Junior Computer Operator
162	Journeyman Computer Operator
163	Senior Computer Operator
164	SME - Computer Operator
SOC No.	SOC Title and Functional Description
15-1299	Computer Operator - Monitor and control electronic computer and peripheral electronic data processing equipment to process business, scientific, engineering, and other data according to operating instructions. Monitor and respond to operating and error messages. May enter commands at a computer terminal and set controls on computer and peripheral devices.

<b>Labor ID #</b>	<b>Computer Programmer</b>
171	Junior Computer Programmer
172	Journeyman Computer Programmer
173	Senior Computer Programmer
174	SME - Computer Programmer
SOC No.	SOC Title and Functional Description
15-1251	Computer Programmer - Create, modify, and test the code and scripts that allow computer applications to run. Work from specifications drawn up by software and web developers or other individuals. May develop and write computer programs to store, locate, and retrieve specific documents, data, and information.

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

<b>Labor ID #</b>	<b>Computer Systems Analyst</b>
181	Junior Computer Systems Analyst
182	Journeyman Computer Systems Analyst
183	Senior Computer Systems Analyst
184	SME - Computer Systems Analyst
SOC No.	SOC Title and Functional Description
15-1211	Computer Systems Analyst - Analyze science, engineering, business, and other data processing problems to develop and implement solutions to complex applications problems, system administration issues, or network concerns. Perform systems management and integration functions, improve existing computer systems, and review computer system capabilities, workflow, and schedule limitations. May analyze or recommend commercially available software.

<b>Labor ID #</b>	<b>Computer Systems Engineer/Architect</b>
191	Junior Computer Systems Engineer/Architect
192	Journeyman Computer Systems Engineer/Architect
193	Senior Computer Systems Engineer/Architect
194	SME - Computer Systems Engineer/Architect
SOC No.	SOC Title and Functional Description
15-1299	Computer Systems Engineer/Architect - Design and develop solutions to complex applications problems, system administration issues, or network concerns. Perform systems management and integration functions.

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

<b>Labor ID #</b>	<b>Computer User Support Specialist</b>
201	Junior Computer User Support Specialist
202	Journeyman Computer User Support Specialist
203	Senior Computer User Support Specialist
204	SME - Computer User Support Specialist
SOC No.	SOC Title and Functional Description
15-1232	Computer User Support Specialist - Provide technical assistance to computer users. Answer questions or resolve computer problems for clients in person, via telephone or electronically. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.

<b>Labor ID #</b>	<b>Data Warehousing Specialist</b>
211	Junior Data Warehousing Specialist
212	Journeyman Data Warehousing Specialist
213	Senior Data Warehousing Specialist
214	SME - Data Warehousing Specialist
SOC No.	SOC Title and Functional Description
15-1299	Data Warehousing Specialist - Design, model, or implement corporate data warehousing activities. Program and configure warehouses of database information and provide support to warehouse users.

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

<b>Labor ID #</b>	<b>Database Administrator</b>
221	Junior Database Administrator
222	Journeyman Database Administrator
223	Senior Database Administrator
224	SME - Database Administrator
SOC No.	SOC Title and Functional Description
15-1242	Database Administrator - Administer, test, and implement computer databases, applying knowledge of database management systems. Coordinate changes to computer databases. May plan, coordinate, and implement security measures to safeguard computer databases.

<b>Labor ID #</b>	<b>Database Architect</b>
231	Junior Database Architect
232	Journeyman Database Architect
233	Senior Database Architect
234	SME - Database Architect
SOC No.	SOC Title and Functional Description
15-1243	Database Architect - Design strategies for enterprise databases, data warehouse systems, and multidimensional networks. Set standards for database, operations, programming, query processes, and security. Model, design, and construct large relational databases or data warehouses. Create and optimize data models for warehouse infrastructure and workflow. Integrate new systems with existing warehouse structure and refine system performance and functionality.

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

<b>Labor ID #</b>	<b>Document Management Specialist</b>
241	Junior Document Management Specialist
242	Journeyman Document Management Specialist
243	Senior Document Management Specialist
244	SME - Document Management Specialist
SOC No.	SOC Title and Functional Description
15-1299	Document Management Specialist- Implement and administer enterprise-wide document management systems and related procedures that allow organizations to capture, store, retrieve, share, and destroy electronic records and documents.

<b>Labor ID #</b>	<b>Geographic Information Systems Technician</b>
251	Junior Geographic Information Systems Technician
252	Journeyman Geographic Information Systems Technician
253	Senior Geographic Information Systems Technician
254	SME - Geographic Information Systems Technician
SOC No.	SOC Title and Functional Description
15-1299	Geographic Information Systems Technician - Assist scientists, technologists, or related professionals in building, maintaining, modifying, or using Geographic Information Systems (GIS) databases. May also perform some custom application development or provide user support.

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

<b>Labor ID #</b>	<b>Geospatial Information Scientist and Technologist</b>
261	Junior Geospatial Information Scientist and Technologist
262	Journeyman Geospatial Information Scientist and Technologist
263	Senior Geospatial Information Scientist and Technologist
264	SME - Geospatial Information Scientist and Technologist
SOC No.	SOC Title and Functional Description
15-1299	Geospatial Information Scientist and Technologist - Research or develop geospatial technologies. May produce databases, perform applications programming, or coordinate projects. May specialize in areas such as agriculture, mining, health care, retail trade, urban planning, or military intelligence.

<b>Labor ID #</b>	<b>Information Security Analyst</b>
271	Junior Information Security Analyst
272	Journeyman Information Security Analyst
273	Senior Information Security Analyst
274	SME - Information Security Analyst
SOC No.	SOC Title and Functional Description
15-1212	Information Security Analyst - Plan, implement, upgrade, or monitor security measures for the protection of computer networks and information. May ensure appropriate security controls are in place that will safeguard digital files and vital electronic infrastructure. May respond to computer security breaches and viruses.

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

<b>Labor ID #</b>	<b>Information Technology Project Manager</b>
281	Junior Information Technology Project Manager
282	Journeyman Information Technology Project Manager
283	Senior Information Technology Project Manager
284	SME - Information Technology Project Manager
SOC No.	SOC Title and Functional Description
15-1299	Information Technology Project Manager - Plan, initiate, and manage Information Technology (IT) projects. Lead and guide the work of technical staff. Serve as liaison between business and technical aspects of projects. Plan project stages and assess business implications for each stage. Monitor progress to assure deadlines, standards, and cost targets are met.

<b>Labor ID #</b>	<b>Management Analyst</b>
291	Junior Management Analyst
292	Journeyman Management Analyst
293	Senior Management Analyst
294	SME - Management Analyst
SOC No.	SOC Title and Functional Description
13-1111	Management Analyst - Conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively. Includes program analysts and management consultants.

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

<b>Labor ID #</b>	<b>Network and Computer Systems Administrator</b>
301	Junior Network and Computer Systems Administrator
302	Journeyman Network and Computer Systems Administrator
303	Senior Network and Computer Systems Administrator
304	SME - Network and Computer Systems Administrator
SOC No.	SOC Title and Functional Description
15-1244	Network and Computer Systems Administrator - Install, configure, and maintain an organization's local area network (LAN), wide area network (WAN), data communications network, operating systems, and physical and virtual servers. Perform system monitoring and verify the integrity and availability of hardware, network, and server resources and systems. Review system and application logs and verify completion of scheduled jobs, including system backups. Analyze network and server resource consumption and control user access. Install and upgrade software and maintain software licenses. May assist in network modeling, analysis, planning, and coordination between network and data communications hardware and software.

<b>Labor ID #</b>	<b>Software Developers, Applications</b>
311	Junior Software Developer, Applications
312	Journeyman Software Developer, Applications
313	Senior Software Developer, Applications
314	SME - Software Developer, Applications
SOC No.	SOC Title and Functional Description
15-1252	Software Developers, Applications - Develop, create, and modify general computer applications software or specialized utility programs. Analyze user needs and develop software solutions. Design software or customize software for client use with the aim of optimizing operational efficiency. May analyze and design databases within an application area, working individually or coordinating database development as part of a team. May supervise computer programmers.

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

<b>Labor ID #</b>	<b>Software Developers, Systems Software</b>
321	Junior Software Developer, Systems Software
322	Journeyman Software Developer, Systems Software
323	Senior Software Developer, Systems Software
324	SME - Software Developer, Systems Software
SOC No.	SOC Title and Functional Description
15-1252	Software Developers, Systems Software - Research, design, develop, and test operating systems-level software, compilers, and network distribution software for medical, industrial, military, communications, aerospace, business, scientific, and general computing applications. Set operational specifications and formulate and analyze software requirements. May design embedded systems software. Apply principles and techniques of computer science, engineering, and mathematical analysis.

<b>Labor ID #</b>	<b>Software Quality Assurance Engineer and Tester</b>
331	Junior Software Quality Assurance Engineer and Tester
332	Journeyman Software Quality Assurance Engineer and Tester
333	Senior Software Quality Assurance Engineer and Tester
334	SME - Software Quality Assurance Engineer and Tester
SOC No.	SOC Title and Functional Description
15-1253	Software Quality Assurance Engineer and Tester - Develop and execute software tests to identify software problems and their causes. Test system modifications to prepare for implementation. Document software and application defects using a bug tracking system and report defects to software or web developers. Create and maintain databases of known defects. May participate in software design reviews to provide input on functional requirements, operational characteristics, product designs, and schedules.

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

<b>Labor ID #</b>	<b>Technical Writer</b>
341	Junior Technical Writer
342	Journeyman Technical Writer
343	Senior Technical Writer
344	SME - Technical Writer
SOC No.	SOC Title and Functional Description
27-3042	Technical Writer - Write technical materials, such as equipment manuals, appendices, or operating and maintenance instructions. May assist in layout work.

<b>Labor ID #</b>	<b>Telecommunications Engineering Specialist</b>
351	Junior Telecommunications Engineering Specialist
352	Journeyman Telecommunications Engineering Specialist
353	Senior Telecommunications Engineering Specialist
354	SME - Telecommunications Engineering Specialist
SOC No.	SOC Title and Functional Description
15-1299	Telecommunications Engineering Specialist - Design or configure voice, video, and data communications systems. Supervise installation and post-installation service and maintenance.

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

<b>Labor ID #</b>	<b>Telecommunications Equipment Installer and Repairer, Except Line Installers</b>
361	Junior Telecommunications Equipment Installer and Repairer
362	Journeyman Telecommunications Equipment Installer and Repairer
363	Senior Telecommunications Equipment Installer and Repairer
364	SME - Telecommunications Equipment Installer and Repairer
SOC No.	SOC Title and Functional Description
49-2022	Telecommunications Equipment Installer and Repairer - Install, set-up, rearrange, or remove switching, distribution, routing, and dialing equipment used in central offices or headend. Service or repair telephone, cable television, Internet, and other communications equipment on customers' property. May install communications equipment or communications wiring in buildings.

<b>Labor ID #</b>	<b>Training and Development Specialist</b>
371	Junior Training and Development Specialist
372	Journeyman Training and Development Specialist
373	Senior Training and Development Specialist
374	SME - Training and Development Specialist
SOC No.	SOC Title and Functional Description
13-1151	Training and Development Specialist - Design and conduct training and development programs to improve individual and organizational performance. May analyze organizational training needs or evaluate training effectiveness.

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

<b>Labor ID #</b>	<b>Video Game Designer</b>
381	Junior Video Game Designer
382	Journeyman Video Game Designer
383	Senior Video Game Designer
384	SME - Video Game Designer
SOC No.	SOC Title and Functional Description
15-1299	Video Game Designer - Design core features of video games. Specify innovative game and role-play mechanics, story lines, and character biographies. Create and maintain design documentation. Guide and collaborate with production staff to produce games as designed.

<b>Labor ID #</b>	<b>Web Administrator</b>
391	Junior Web Administrator
392	Journeyman Web Administrator
393	Senior Web Administrator
394	SME - Web Administrator
SOC No.	SOC Title and Functional Description
15-1299	Web Administrator - Manage web environment design, deployment, development and maintenance activities. Perform testing and quality assurance of web sites and web applications.

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

Labor ID #	Web Developer
401	Junior Web Developer
402	Journeyman Web Developer
403	Senior Web Developer
404	SME - Web Developer
SOC No.	SOC Title and Functional Description
15-1254	Web Developer - Develop and implement websites, web applications, application databases, and interactive web interfaces. Evaluate code to ensure that it is properly structured, meets industry standards, and is compatible with browsers and devices. Optimize website performance, scalability, and server-side code and processes. May develop website infrastructure and integrate websites with other computer applications.

(End of Attachment J-3)

## **ATTACHMENT J-4 - CYBERSECURITY & SUPPLY CHAIN RISK MANAGEMENT (SCRM) REFERENCES**

Security is rapidly emerging as the “fourth pillar” of acquisition in addition to price, performance and delivery. Contractors will be required to comply with existing cybersecurity and SCRM requirements as well as implement new requirements that are established during the Period of Performance. Furthermore, Contractors should be aware that their cybersecurity and SCRM capabilities may impact their competitiveness as agencies increasingly incorporate cybersecurity and SCRM related requirements, evaluation factors and reporting at the Task Order Level.

Contractors entering into an agreement to provide service to Government activities are subject to IT security (a/k/a cybersecurity) and SCRM laws, regulations, standards, policies and reporting requirements. Additional and/or tailored cybersecurity and SCRM requirements may be included in individual Task Orders by the issuing agency OCO. The Contractor must ensure that all applicable Commercial-Off-The-Shelf (COTS) and enabled products comply with ordering agency cybersecurity and SCRM requirements.

*(See Attachment J.P-12 for a comprehensive list of C-SCRM References).*

(End of Attachment J-4)

## ATTACHMENT J-5 - PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Table 14 - Performance Objectives

	Performance Objective	Applicability	Performance Standard	* Acceptable Quality Level (AQL)	Surveillance Method	Performance Incentive
1	Contractor Engagement based on <i>Participation</i> and <i>Production Standards</i> results in providing effective competition to federal agencies and viable Proposals with alternative best-value solutions to choose from in their award decision.	C.7 PWS; <b>F.7.1</b> Performance-based Acquisition Deliverables; <b>H.19.</b> Contractor Engagement; <b>J-5.A</b> Ratings and Contract Remedies.	A) <i>Participation</i> : Three Proposals per single contract year for all contract years after Year 1 when meeting <i>Production Standards</i> .  B) <i>Production</i> : Cumulative Total Dollar Value (TDV) when meeting <i>Participation Standard</i> : Year 1 = None Year 2 = \$3M Year 3 = \$6M Year 4 = \$10M Year 5 = \$15M Year 6 = \$21M Year 7 = \$27M Year 8 = \$36M Year 9 = \$45M Year 10 = \$55M	A) <i>Participation</i> : Year 1 = One proposal. All other contract years require a minimum of three proposals to achieve AQL. However, depending on <i>Production</i> dollars earned, more than three proposals may be required to achieve AQL.  B) <i>Production</i> : AQL rating with minimum three <i>Participation</i> credits: Year 1 = \$0.0. All other AQLs vary year- to-year, based on exceeding <i>Production</i> dollars and <i>Participation</i> credits earned in each evaluated year.	A & B) Annual audit when Satisfactory or above rating. Frequently if in a Marginal Performing or Non-performing rating.	A & B) Positive: Rated as a Contractor in a <i>Performing Status</i> . Positive assessment on this deliverable in CPARS or another contract performance assessment report.  A & B) Negative: Rated as a Contractor in a <i>Nonperforming Status</i> Negative: Deficiency Notice, Cure Notice, and/or Contract Termination (if not cured) pursuant to <b>Attachment J-5.A</b> .

**\* NOTES ON PERFORMANCE OBJECTIVE 1:**

- (a) AQLs are based upon 30 or more Opportunities per year for contract years 2 through 10, and 10 Opportunities for year one.
- (b) AQLs are determined based upon a combination of *Participation* credits in the evaluated year and cumulative *Production* total dollars awarded.

*Table 15 - Subcontracting Performance Objectives*

	<b>Performance Objective</b>	<b>Applicability</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level (AQL)</b>	<b>Surveillance Method</b>	<b>Performance Incentive</b>
2	Small Business Subcontracting Goals Achieved	<b>G.22.1</b> Minimum Subcontracting Goals. <b>J-5.B</b> Ratings.	Incremental increase per interim reporting period leading to overall 50% SB Subcontracting Goals	Demonstrated a good-faith effort in accordance with FAR 19.705-7, 13 CFR 125.3(d)(3), to meet SB Subcontracting goals for a “Satisfactory” rating and Contractor efforts as noted in <i>Attachment J-5.B</i> .	Twice Annually reviewing Contractor reporting.	Positive: Higher CPAR or another contract performance assessment report rating based on meeting performance goals.

## ATTACHMENT J-5.A CONTRACTOR ENGAGEMENT PBA EVALUATION PROGRAM RATINGS

### J-5.A.1 Definition of Contractor Engagement

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

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

"Obligations" and "Commitments" definitions- Obligation of funds results from an awarded Task Order with bona fide needs existing during a given period. At time of award, it is initially and typically the first year's Base term; however, possibly less than or more than a full year term depending on the agency's appropriation category chosen to fund the Task Order). Obligations will require the Government to make payments to the Contractor during that period.

Commitment of funds, however, recognizes future transactions on a pre-obligation basis, typically the remaining unobligated years/periods of the Base Term and the Option term(s) at time of Task Order award. All Committed funds are not guaranteed to be expended for the Government's future purchase of services, e.g., exercising Task Order Options.

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

Additional elements apply to this Contractor Engagement definition of TDV:

- (a) The potential estimated dollar value from the Option to Extend Services clause, Federal Acquisition Regulation (FAR) 52.217-8.
- (b) Funding Task Order Modifications to either obligate new funds or deobligate funds do not change TDVs that were indicated on the original award document.

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

## **J-5.A.2 Contractor Participation Through Proposal Submission**

*Participation* is a measured and assessed performance-based contract Outcome, as indicated in the *Attachment J-5, Performance Requirements Summary (PRS)* in conjunction with this Attachment.

Goals of *Participation*- The primary Goals of *Participation* in Contractor Engagement are (1) to provide federal agencies with prepared Contractor “Offers” [i.e., “Offer” as defined in Federal Acquisition Regulation (FAR) Section 2.101] in response to every Request for Proposal (RFP) [NOTE: for purposes of this Master Contract a “RFP” will be defined as a solicitation (as defined in FAR Section 2.101) under negotiated procedures, that requests the Contractor to respond to it with an “Offer” referred to as a “Proposal”], either sole sourced or competitively issued under the Master Contract so to help provide viable solutions to agencies’ integrated IT services requirements, and (2) to promote, provide, and ensure that those federal agencies employing the General Services Administration (GSA) GWAC are consistently receiving adequate competition in response to their RFPs.

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

### **J-5.A.2.1 Definition of Participation**

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

- (a) Competitively solicited RFP.
- (b) Sole Source solicited RFP.
- (c) Multiphase/multi-step RFP.

#### **J-5.A.2.1.1 Participation Credit for Proposals under a Multiphase RFP**

Submitting a Proposal on an agency’s multiphase/multi-step RFPs can earn *Participation* Credit under all the following conditions:

- (a) The Contractor had responded to an agency’s official RFP, which included the selection procedures in the RFP indicating the multiphase evaluation approach, and
- (b) The Contractor provides verification to the GWAC Administrative Contracting Officer (ACO) of the multiphase RFP, Proposal, and down selection outcomes to support earning the *Participation* credit. *Participation* is credited on the date the agency states in their RFP (or amended RFP) as the due date or deadline for Government receipt of Contractor Proposals, and

- (c) A receipt of a Government advisory notice stating the Contractor was not considered as a viable Offeror for an award, and advising the Contractor not to participate in subsequent phases, or
- (d) A notification of a Government-initiated down-selection that resulted in the exclusion of the Contractor from further consideration within the RFP for a Task Order in advance of subsequent phases prior to award.

**NOTICE:**

- (a) A Voluntary down selection situation is defined as a Contractor who makes its own decision to withdraw or exclude itself from further consideration. Therefore, a Voluntary down selection after phase/step one of the official RFP with a Government advisory notice (*as delineated in Section J-5.A.2.1.1(d)*), will be considered for *Participation* credit, beginning in the first contract year and continuing during subsequent contract years.
- (b) A Mandatory down selection situation is defined as a Contractor who is being excluded by the Government from further consideration. Therefore, a Mandatory down selection after phase/step one of the official RFP will be considered for *Participation* credit, beginning in the first contract year and continuing during subsequent contract years.
- (c) Additionally, there are other types of multiphase RFPs including an Advisory multi-step process, see FAR 15.202. In this scenario, the Government publishes a pre-solicitation notice that provides a general description of the scope or purpose of the Task Order and invites potential Offerors to submit information that allows the ordering agency to advise the Offerors about their potential to be viable competitors. The Government evaluates all responses and advises each respondent in writing either that it will be invited to participate in the resultant Task Order competition or, based on the contractor's information submitted, that it is unlikely to be a viable competitor. Regardless of the Government's advice, the Contractor may still participate in the resultant Task Order competition even when the Government's response is negative. Therefore, Offerors responding to a pre-solicitation notice (not to be confused with an official RFP containing a voluntary down-select, multi-step/phase) will not receive a *Participation* credit.

**J-5.A.2.1.2 Procurement Task Order Cancellation**

- (a) If a Task Order procurement is officially withdrawn or canceled before award for any reason beyond the Contractor's control subsequent to the Contractor's Proposal submission to the agency, *Participation* credit to the Contractor will remain. The Contractor must provide verification to the GWAC ACO.
- (b) If a Task Order is officially Terminated for Convenience after award, *Participation* credit originally earned by the Contractor will remain.

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

*Participation* is a contractually mandatory annual requirement assessed and rated for each single contract year beginning on the Master Contract anniversary date of the Notice-to-proceed (NTP) issued after contract award. No other Contractor Activities, including all those listed below in **Section J-5.A.2.2**, shall fall under this Master Contract's specific definition for *Participation*.

The GSA GWAC Program will not reimburse the Contractor's Contractor Engagement costs for any Activities resulting or arising from *Participation* and *Production*.

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

### **J-5.A.2.2 Definition of What Is Not Participation**

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

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

- (a) Responding to an agency's Request for Information (RFI), Request for Quote (RFQ) or Draft RFPs, including providing the Government with any response to RFI questions to industry, Contractor Capability Statements or Rough Order of Magnitude (ROM) submissions for purposes of an agency RFI.

**NOTE:** Any RFI, including an RFI requesting capability statements, an RFI requesting a ROM, or any combination of requests as part of the RFI are agency market research techniques to help refine the Government's requirement prior to soliciting for a given Task Order. Therefore, these contractor submissions to RFIs are not considered Proposal responses to official RFPs.

- (b) Reviewing/Studying agency Task Order RFPs.
- (c) Any investment of company resources into Capture Management activities, including the creation of Bid & Proposals.
- (d) Subcontracting/teaming with other GWAC Contractors who are awarded Task Orders because *Participation* credit is exclusively considered with the awarded prime contractor.
- (e) Leading potential agency clients' IT services procurement requirements to the GSA GWAC Program.
- (f) All marketing and sales activities expended to promote the GWAC Program, such as:
  - (1) Creating and implementing GSA GWAC marketing campaigns.
  - (2) Building relationships with potential agency clients.
  - (3) Driving potential agency client demand to the GSA GWAC vehicle.
  - (4) Tradeshow attendance promoting GSA GWAC vehicle.
  - (5) Attending GSA Customer Outreach meetings and conferences.
  - (6) Training Contractor company personnel to market GSA GWAC.
  - (7) All other Contractor marketing activities for the GSA GWAC.
- (g) Contractor employee personnel attending various GSA sponsored seminars/webinars on GSA GWAC Program topics or attending non-government training programs.

- (h) Registering, attending and/or working in collaborative Government-Contractor working groups to improve and facilitate GSA GWAC program performance.
- (i) Attending or contributing to any GSA GWAC related Special Industry Groups or Shared Interest Groups (SIGs).
- (j) Complying with any requirement listed under **Section F.7.2, Non-Performance-based Acquisition Deliverables**, including responding to GSA reporting ad hoc data calls.
- (k) Unsolicited sole source bid, Proposal, or capability statement.
- (l) Any other Contractor Activities not mentioned above which are performed prior to submitting a Proposal in response to an agency official RFP under this Master Contract.

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

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

The performance standard for *Participation* establishes the performance level required by the Government. The Standard for *Participation* is three (3) technical/price Proposals submitted per contract year. Therefore, the Contractor shall *Participate* in the Master Contract's Task Order Proposal process by submitting a minimum of three (3) technical/price Proposals, or by submitting a minimum of ten percent (10%) of all agency Task Order Opportunities, whichever figure is lower, per Contract Year. When applying *Production* dollars earned from Task Order awards into the combined *Participation* and *Production* evaluated ratings, however, AQLs may affect the minimum number of Proposals required in a single contract year, always three or higher [i.e., after Contract Year 1 and assuming at least thirty (30) Task Order Opportunities in the respective contract year], in order for the Contractor to earn a minimum of a Satisfactory performance rating. (*See Attachment J-5*).

As an example, when the Standard number of Proposals might be reduced from the required ten percent of Opportunities: If there are 50 official RFPs competitively offered via Fair Opportunity to the Alliant 3 Contractors in Year X, calculate  $10\% \times 50 = 5$  Proposals. Because only a minimum of three Proposals is required, and three is less than five Proposals (or 10%), three becomes that single contract year Proposal requirement.

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

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

Acceptable Quality Levels for Participation- The AQL establishes a maximum allowable variation from the performance standard. Although the performance standard does not change for *Participation*, the AQL does change based upon the Contractor's performance in meeting or exceeding the given *Production Standards* for the respective contract year. Therefore, AQLs will ultimately determine the adjusted minimum number of annual Proposals required in a single contract year (i.e., any contract year after Contract Year 1) to earn a favorable rating (Satisfactory, Very Good or Excellent) to a number of three or above.

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

- If 20 - 29 Opportunities:, RFPs competitively offered in a single contract year shall require a minimum of two Proposals in that contract year.
- If 10 - 19 Opportunities: RFPs competitively offered in a single contract year shall require a minimum of one Proposal in that contract year.
- If less than 10 Opportunities: RFPs competitively offered in a single contract year will not require any minimum number of Proposals in that contract year.

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

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

### **J-5.A.3 Contractor Production through Task Order Awards**

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

#### **J-5.A.3.1 Definition of Production**

For purposes of Master Contract *Section H.19* and this *Attachment J-5.A*, *Production* is TDV, as defined in *Section J-5.A.1*, of a GWAC Prime Contractor's awarded Task Orders based upon the award date of the individual Task Order.

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

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

Timing of Crediting *Production*- *Production* is credited subsequent to the Task Order award date.

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

- (a) On any Day Outside the Single Contract Year the Task Order Award is Executed - For example, if the third single contract year's final day is April 30th and the Task Order award is executed on May 1st, *Production* will not be credited to Contract Year Three; however, it will be credited to the 4th contract year.
- (b) On any Day During the Agency's Pre-award Phase or Prior to the Official Executed Award Date of the Task Order - For example, any type of written or oral apparent successful Offeror notice will not be considered as an executed award.
- (c) Post Award Protest Disposition Rescinding Contractor's Award – Should the Contractor initially win the award and resulting *Production* credit but the award is subsequently rescinded pursuant to a post-award Protest decision, the credit originally granted for *Production* will be subsequently removed (*Participation* credit, however, would remain). However, the Contractor will get the *Production* credit back in the event a Post Award Protest disposition results in a decision that reinstates the Task Order issuing agency's initial award decision in favor of the protested Contractor.

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

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

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

Minimum Number of Task Orders Required- The Contractor must be awarded a minimum of one Task Order, or more depending on the value of the Task Order(s), in order to meet or exceed the required awarded TDV *Production Standards* of Task Orders stated below. As illustrated below,

there are no Performance Based Acquisition (PBA) standards set for the number of Task Order awards beyond winning one award, beginning in Contract Year Two.

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

Although Contract Year One of the Base term has an AQL of zero dollars, *Production Standards* are established for purposes of earning more favorable CPAR or another contract performance assessment report ratings. It is acceptable for the Contractor to win as many or as few Task Order awards over the term of the Master Contract as needed to meet the cumulative *Production Standards* with the conditions that the Contractor (1) meet the minimum *Participation Standards* for each single contract year that correlates with the accompanying earned *Production* value, and (2) each individual Task Order TDV is greater than the Simplified Acquisition Threshold (SAT), as defined in FAR Section 2.101.

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

The following performance-based requirements are the Government’s annual *Production Standards* presented on a cumulative basis. For example, in Contract Year Four, \$10 million in *Production* represents a summation of 48 months of Task Order awards. It does not represent the total *Production Standard* for the single contract year number four. There are no PBA standards set for the number of Task Order awards above one award beginning in Contract Year Two.

**Cumulative Production Standards**

*Table 16 - CY1-5 Production Standards*

Master Contract Base Term Years	Required Dollars	Minimum Total # of TOs
1	\$0	0
2	\$3,000,000	1
3	\$6,000,000	1
4	\$10,000,000	1
5	\$15,000,000	1

**Table 17 - CY6-10 Production Standards**

Master Contract Option Term Years	Required Dollars	Minimum Total # of TOs (Cumulative)
6	\$21,000,000	1
7	\$28,000,000	1
8	\$36,000,000	1
9	\$45,000,000	1
10	\$55,000,000	1

Attaining cumulative *Production Standards* alone does not ensure an acceptable performance for the Contractor Engagement PBA requirement. Each year’s *Production Standard* has a corresponding performance-based combined *Participation/Production* AQL dependent upon the number of Offers submitted, as detailed and depicted in the Performance Rating Tables contained in **Section J-5.A.8** in this **Attachment J-5.A**. Summary of Contract Year *Production* AQLs is as follows:

- (a) 12 Months of Total *Production* after NTP Date, which is the Master Contract Start Date subsequent to the Award Date, or the resolution of protests, whichever is later.

Starting from the NTP Date of the Master Contract through the end of the first contract year, there are no minimum number of Task Order awards required, and accordingly there are no mandatorily required *Production* dollar Standards set. However, in order to earn a better than Satisfactory CPAR or another contract performance assessment report rating for the first year, a Contractor must be awarded One Task Order of \$10 million or greater TDV or submit a combination of more Proposals at varying TDV *Production* levels below \$10 million as delineated in the Performance Rating Table (**see Figure 9**) for Contract Year 1.

- (b) 24 Months of Total *Production* after Contract NTP Date.

Starting from the NTP Date of the Master Contract through the end of the second contract year, a minimum of One Task Order should have been awarded to the Contractor. Additionally, the Contractor must obtain a minimum awarded value of \$3 million TDV from one or more Task Orders within the first 24 months following contract NTP Date.

- (c) 36 Months of Total *Production* after Contract NTP Date.

A minimum value of \$6 million TDV from one or more Task Orders within the first three-years of the Master Contract base term.

(d) 48 Months of Total *Production* after Contract NTP Date.

A minimum value of \$10 million TDV from one or more Task Orders within the first four-years of the Master Contract base term.

(e) 60 Months of Total *Production* after Contract NTP Date (Conclusion of Base Contract Term).

A minimum value of \$15 million TDV from one or more Task Orders within the first five-years of the Master Contract base term.

(f) 72 Months of Total *Production* after Contract NTP Date (First Year of Option Contract Term).

A minimum value of \$21 million TDV from one or more Task Orders within the first year of the Master Contract option term.

(g) 84 Months of Total *Production* after Contract NTP Date.

A minimum value of \$28 million TDV from one or more Task Orders within the second year of the Master Contract option term.

(h) 96 Months of Total *Production* after Contract NTP Date.

A minimum value of \$36 million TDV from one or more Task Orders within the third year of the Master Contract option term.

(i) 108 Months of Total *Production* after Contract NTP Date.

A minimum value of \$45 million TDV from one or more Task Orders within the fourth year of the Master Contract option term.

(j) 120 Months of Total *Production* after Contract NTP Date (Conclusion of Option Contract Term).

A minimum value of \$55 million TDV from one or more Task Orders within the fifth year of the Master Contract option term.

After Contract Year 1, the annual minimum *Participation* AQL is always three (3) Proposals (unless there are less than 30 opportunities), with each Proposal being submitted for a separate and distinct RFP.

No Exceptions provided to the cumulative *Production Standards*- The minimum annual *Production Standards* are firmly set as stated above and do not change for any single contract year unless through contract Modification, which would only be considered by the GSA GWAC PCO under conditions of unforeseeable changes in the federal IT marketplace. (***See Attachment***

***J-5.A.5, Additional Terms and Conditions for Changes to Contractor Engagement Standards and AQLS for details).***

Annually established *Production Standards* include an AQL for specified contract years that allows the Contractor to earn an acceptable performance rating (Satisfactory or higher) when minimum dollar value Standards are not achieved if *Participation* credits earned meet or exceed the standards. The combination of *Production* and *Participation* AQLs changes contract year to contract year; therefore, this scenario does not apply to every contract year.

**J-5.A.4 Annual Rating Assessments and Performance Status Determinations**

**J-5.A.4.1 Annual Rating Assessments**

Each single contract year begins exactly on the NTP anniversary date and is a full 12 months in length ending when the next contract year of the Master Contract begins. The Master Contract NTP anniversary date is not the beginning date of the Government fiscal year, Contractor fiscal year, or the calendar year [i.e., unless by total coincidence].

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

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

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

to a higher or lower level at any time within the current or subsequent contract year, depending on the progress or regress of the Contractor's monitored performance.

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

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

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

#### **J-5.A.4.3 Definition of a Contractor in a Non-Performing Status**

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

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

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

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

#### **J-5.A.5 Additional Terms and Conditions for Changes to Contractor Engagement Standards and Acceptable Quality Levels (AQL)**

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

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

### **J-5.A.6 Contractor Engagement Summary**

Contractor Engagement is a contractually mandatory PBA requirement incorporated into the Performance Work Statement (*see Section C.7.1*) of the Master Contract with the overall objective of providing Task Order issuing agencies with a set of contractors that is incentivized to consistently remain engaged and responsive to their IT service needs. This in turn contributes to the overall achievement of the agency's federal acquisition standards and goals.

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

### **J-5.A.7 Performance Ratings and Government Remedies**

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

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

### **J-5.A.7.1 Narrative Description Of Contractor Outcomes**

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

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

#### **Performing and Nonperforming Status Determinations:**

- (a) Any performance-based rating equal to or above a Satisfactory level is determined to be in a Performing status. A contractor in a Performing status at these levels is meeting or exceeding Government Contractor Engagement performance requirements for the contract year assessed. The Government considers that a Satisfactory rating is an acceptable and favorable rating to earn.
- (b) Any performance-based rating at Marginal will be determined as either a Contractor in a Performing status or a Non-Performing status depending upon the conditions mentioned below. Therefore, a Marginal rating might result in the Government's enforcement of Contract Remedies.
  - (1) A Marginally rated Contractor in a Performing status shall be required to produce an acceptable CAP to the GSA GWAC ACO within 30 calendar days of ACO notification. If the Contractor is determined to be Marginal in the Contractor Engagement evaluation element, receiving a Marginal rating for the first time in any single contract year among any of the single contract years within the entire Base and Option term of the Master Contract, it will be initially considered a Contractor in a Performing status, e.g., Marginal in a Performing status. The Contractor will be monitored and evaluated periodically at a higher frequency, more than once within the single contract year, until the deficiency is resolved per the Government approved CAP, and the Contractor's rating reaches a minimum performance level of Satisfactory.
  - (2) The Contractor rated Marginal in a Performing status might be converted down to a Marginal in a Non-Performing status at any time within a single contract year if triggered by any of the following conditions:
    - (i) Not submitting an acceptable CAP within 30 calendar days of ACO notification.
    - (ii) Not diligently performing according to the Government approved CAP.
    - (iii) Earning a Marginal rating for any two consecutive contract years during the Base and/or Optional term of the Master Contract.

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

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

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

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

### **Contract Remedies at Unsatisfactory and Marginal Ratings:**

#### Unsatisfactory Performance Rating in Contractor Engagement

**Termination of the Alliant 3 Base Contract** - The Government will initiate Contractor Termination for Default of the Master Contract in accordance with FAR 49.4, and the Government will rate the Contractor accordingly on the CPAR or another contract performance assessment report pursuant to this *Attachment J-5.A*. No settlement costs arising out of the Termination for Default will be considered by the Government.

#### Marginal Performance Rating in Contractor Engagement

(a) Marginal: Performing Status

**Deficiency Notice/CAP Request** - Government will issue a Deficiency Notice to the Contractor and request a CAP allowing for the resolution/cure of the Deficiency. For the CAP to be considered valid, the Government must accept and approve it. (The Government is not required to approve the CAP if the plan is not acceptable or in the Government's best interest.) Additionally, the Government will rate the Contractor accordingly on CPAR or another contract performance assessment report pursuant to this *Attachment J-5.A*.

(b) Marginal: Nonperforming Status

**Delinquency Notice and/or Termination of the Base Contract** - Government might issue a Cure or Show Cause Notice, FAR 49.6, and/or proceed directly to Contractor Termination for Default of the Master Contract in accordance with FAR 49.4, unless (a) the Contractor Cures the deficiency, or (b) the Contractor requests a mutual cancellation of the contract, FAR 49.109-4 No-cost settlement through a Termination for Convenience, and the Government accepts it. The Government will rate the Contractor accordingly on the CPAR or another contract performance assessment report pursuant to this *Attachment J-5.A*. **NOTICE:** The Government does not pay settlement costs to a Contractor arising out of the Termination for Default.

### **J-5.A.7.2 Determination Of Ratings Based Upon Contractor Outcomes**

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

#### **Ratings Equal to Or Greater than Satisfactory**

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

#### **Ratings at Marginal and Unsatisfactory**

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

#### **Contract Year One - 12 Months after NTP Date**

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

Meeting *Participation Standards* are mandatorily required for every single contract year; however, during the first contract year, AQLs are significantly lower during those initial 12-months following the NTP Date. In fact, the submission of only one Proposal considering the AQLs will result in no less than a Satisfactory performance rating for the initial contract year.

Winning Task Order awards is not mandatorily required during the first 12-months after the NTP Date.

#### **Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

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

#### **Marginal Outcomes - Marginal Non-performance Rating**

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

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

#### **Contract Year Two - 24 Months after Master Contract NTP Date**

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

### **Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.
- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$1 million in contract Total Dollar Value (TDV).
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, combined with a total *Production* that is less than \$3 million of contract TDV from total awarded Task Orders.

### **Marginal Outcomes - Marginal Performance Rating**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is equal to or less than the SAT in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$3 million of contract TDV from total awarded Task Orders.
- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$1 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$3 million of contract TDV from total awarded Task Orders.

### **Contract Year Three - 36 Months after Master Contract NTP Date**

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

### **Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.
- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$3 million in contract TDV.
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* less than \$6 million of contract TDV from total awarded Task Orders.

**Marginal Outcomes - Marginal Performance Rating.**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is less than the \$1million in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$6 million of contract TDV from total awarded Task Orders.
- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$3 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$6 million of contract TDV from total awarded Task Orders.

**Contract Year Four - 48 Months After Master Contract NTP Date**

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

**Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.
- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$6 million in contract TDV.
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* less than \$10 million of contract TDV from total awarded Task Orders.

**Marginal Outcomes - Marginal Performance Rating**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is less than the \$3million in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$10 million of contract TDV from total awarded Task Orders.
- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$6 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$10 million of contract TDV from total awarded Task Orders.

**Contract Year Five - 60 Months after Contract NTP Date (End of Master Contract Term)**

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

**Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.
- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$10 million in contract TDV.
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* less than \$15 million of contract TDV from total awarded Task Orders.

**Marginal Outcomes - (Marginal Performance Rating)**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is less than the \$6 million in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$15 million of contract TDV from total awarded Task Orders.
- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$10 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$15 million of contract TDV from total awarded Task Orders.

If the Option Period is exercised, The following Marginal and Unsatisfactory ratings will be determined under the following possible Contractor Outcomes, and remedies will be invoked in accordance with Master Contract *Attachment J-5*.

**Contract Year Six - 72 Months after Contract NTP Date (Start of Option Master Contract Term)**

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

**Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

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

- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$15 million in contract TDV.
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* less than \$21 million of contract TDV from total awarded Task Orders.

**Marginal Outcomes - (Marginal Performance Rating)**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is less than the \$10 million in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$21 million of contract TDV from total awarded Task Orders.
- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$15 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$21 million of contract TDV from total awarded Task Orders.

**Contract Year Seven - 84 Months after Contract NTP Date**

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

**Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.
- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$21 million in contract TDV.
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* less than \$28 million of contract TDV from total awarded Task Orders.

**Marginal Outcomes - (Marginal Performance Rating)**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is less than the \$15 million in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$28 million of contract TDV from total awarded Task Orders.

- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$21 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$28 million of contract TDV from total awarded Task Orders.

**Contract Year Eight - 96 Months after Contract NTP Date**

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

**Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.
- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$28 million in contract TDV.
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* less than \$36 million of contract TDV from total awarded Task Orders.

**Marginal Outcomes - (Marginal Performance Rating)**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is less than the \$21 million in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$36 million of contract TDV from total awarded Task Orders.
- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$28 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$36 million of contract TDV from total awarded Task Orders.

**Contract Year Nine - 108 Months after Contract NTP Date**

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

### **Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.
- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$36 million in contract TDV.
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* less than \$45 million of contract TDV from total awarded Task Orders.

### **Marginal Outcomes - (Marginal Performance Rating)**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is less than the \$28 million in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$45 million of contract TDV from total awarded Task Orders.
- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$36 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$45 million of contract TDV from total awarded Task Orders.

### **Contract Year Ten - 120 Months after Contract NTP Date (End of Option Master Contract Term)**

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

### **Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.
- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$45 million in contract TDV.
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* less than \$55 million of contract TDV from total awarded Task Orders.

### **Marginal Outcomes - (Marginal Performance Rating)**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is less than the \$36 million in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$55 million of contract TDV from total awarded Task Orders.
- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$45 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$55 million of contract TDV from total awarded Task Orders.

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

### **J-5.A.8 Off-Ramp Tradeoff of Annual Production Standards**

Contractors that are deficient in achieving the annual *Production* amount as delineated in the Master Contract, *Attachment J-5.A, Contractor Engagement PBA Evaluation Program Ratings*, are able to request an off-ramp forbearance, conditioned upon prior submission of either:

- (a) Three (3) Task Order Proposals containing subcontracting with either (or both) of the following small business socio-economic categories: Small Disadvantaged Business (SDB), and/or Women-Owned Small Business (WOSB).
- (b) Five (5) Task Order Proposals containing subcontracting with one or more of the following small business socio-economic categories: Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), Historically Underutilized Business Zone Small Business (HUBZone SB), SDB, and WOSB.)

No other small business categories will be accepted as replacements for those stated above. The granting of off-ramp forbearance has no effect on the annual Past Performance rating assigned to the contractor. For subsequent contract years with a deficient *Production* amount, the contractor may apply for additional periods of off-ramp forbearance under the above terms. In order to apply for this forbearance, the Prime Contractor must provide evidence of the above socioeconomic category subcontracts included in their Task Order Proposals submitted pursuant to the Master Contract.

The following criteria applies to the attached performance rating tables:

- (a) Tables- The Initial Contract Year number one is based on 10 or more Opportunities to submit Proposals. All subsequent contract years, two through ten, are based on 30 or more Opportunities to submit Proposals in a single contract year.
- (b) Ratings- Ratings from these tables will be entered into the annual CPAR or another contract performance assessment report in the "CONTRACTOR ENGAGEMENT" element for the respective year.
- (c) Contract Remedies- Only applies to "UNSATISFACTORY" and "MARGINAL" ratings in a Non-Performing status.

**ATTACHMENT J-5.A.8.1 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Initial Contract Year 1**

Proposals	Contract Year 1					
5+	Very Good	Very Good	Excellent	Excellent	Excellent	Excellent
4	Satisfactory	Satisfactory	Very Good	Very Good	Excellent	Excellent
3	Satisfactory	Satisfactory	Very Good	Very Good	Very Good	Excellent
2	Satisfactory	Satisfactory	Satisfactory	Very Good	Very Good	Very Good
1	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Very Good
0	Marginal					
	\$0 to SAT	> SAT to \$999,999	\$1M to \$2,999,999	\$3M to \$5,999,999	\$6M to \$9,999,999	\$10M+
	Total Production - No Minimum Number of Awards or Production Required for the initial Contract Year					

*Figure 9 - Contract Year 1 Engagement Ratings*

**ATTACHMENT J-5.A.8.2 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Contract Year 2**

Proposals	Contract Year 2					
5+	Marginal	Satisfactory	Very Good	Very Good	Excellent	Excellent
4	Marginal	Satisfactory	Satisfactory	Very Good	Very Good	Excellent
3	Marginal	Marginal	Marginal	Satisfactory	Satisfactory	Satisfactory
2	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal	Marginal
1	Unsatisfactory	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal
0	Unsatisfactory - No Participation					
	\$0 to SAT	> SAT to \$999,999	\$1M to \$2,999,999	\$3M to \$5,999,999	\$6M to \$9,999,999	\$10M+
	Total Production					

*Figure 10 - Contract Year 2 Engagement Ratings*

**ATTACHMENT J-5.A.8.3 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Contract Year 3**

Proposals	Contract Year 3					
5+	Marginal	Satisfactory	Very Good	Very Good	Excellent	Excellent
4	Marginal	Satisfactory	Satisfactory	Very Good	Very Good	Excellent
3	Marginal	Marginal	Marginal	Satisfactory	Satisfactory	Satisfactory
2	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal	Marginal
1	Unsatisfactory	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal
0	Unsatisfactory - No Participation					
	\$0 to \$999,999	\$1M to \$2,999,999	\$3M to \$5,999,999	\$6M to \$9,999,999	\$10M to \$14,999,999	\$15M+
	Total Production					

*Figure 11 - Contract Year 3 Engagement Ratings*

**ATTACHMENT J-5.A.8.4 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Contract Year 4**

Proposals	Contract Year 4					
5+	Marginal	Satisfactory	Very Good	Very Good	Excellent	Excellent
4	Marginal	Satisfactory	Satisfactory	Very Good	Very Good	Excellent
3	Marginal	Marginal	Marginal	Satisfactory	Satisfactory	Satisfactory
2	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal	Marginal
1	Unsatisfactory	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal
0	Unsatisfactory - No Participation					
	\$0 to \$2,999,999	\$3M to \$5,999,999	\$6M to \$9,999,999	\$10M to \$14,999,999	\$15M to \$20,999,999	\$21M+
	Total Production					

*Figure 12 - Contract Year 4 Engagement Ratings*

**ATTACHMENT J-5.A.8.5 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Contract Year 5**

Proposals	Contract Year 5					
5+	Marginal	Satisfactory	Very Good	Very Good	Excellent	Excellent
4	Marginal	Satisfactory	Satisfactory	Very Good	Very Good	Excellent
3	Marginal	Marginal	Marginal	Satisfactory	Satisfactory	Satisfactory
2	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal	Marginal
1	Unsatisfactory	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal
0	Unsatisfactory - No Participation					
	\$0 to \$5,999,999	\$6M to \$9,999,999	\$10M to \$14,999,999	\$15M to \$20,999,999	\$21M to \$27,999,999	\$28M+
	Total Production					

*Figure 13 - Contract Year 5 Engagement Ratings*

**ATTACHMENT J-5.A.8.6 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Option Contract Year 6**

Proposals	Contract Year 6					
5+	Marginal	Satisfactory	Very Good	Very Good	Excellent	Excellent
4	Marginal	Satisfactory	Satisfactory	Very Good	Very Good	Excellent
3	Marginal	Marginal	Marginal	Satisfactory	Satisfactory	Satisfactory
2	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal	Marginal
1	Unsatisfactory	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal
0	Unsatisfactory - No Participation					
	\$0 to \$9,999,999	\$10M to \$14,999,999	\$15M to \$20,999,999	\$21M to \$27,999,999	\$28M to \$35,999,999	\$36M+
	Total Production					

*Figure 14 - Contract Year 6 Engagement Ratings*

**ATTACHMENT J-5.A.8.7 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Option Contract Year 7**

Proposals	Contract Year 7					
5+	Marginal	Satisfactory	Very Good	Very Good	Excellent	Excellent
4	Marginal	Satisfactory	Satisfactory	Very Good	Very Good	Excellent
3	Marginal	Marginal	Marginal	Satisfactory	Satisfactory	Satisfactory
2	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal	Marginal
1	Unsatisfactory	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal
0	Unsatisfactory - No Participation					
	\$0 to \$14,999,999	\$15M to \$20,999,999	\$21M to \$27,999,999	\$28M to \$35,999,999	\$36M to \$44,999,999	\$45M+
	Total Production					

*Figure 15 - Contract Year 7 Engagement Ratings*

**ATTACHMENT J-5.A.8.8 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Option Contract Year 8**

Proposals	Contract Year 8					
5+	Marginal	Satisfactory	Very Good	Very Good	Excellent	Excellent
4	Marginal	Satisfactory	Satisfactory	Very Good	Very Good	Excellent
3	Marginal	Marginal	Marginal	Satisfactory	Satisfactory	Satisfactory
2	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal	Marginal
1	Unsatisfactory	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal
0	Unsatisfactory - No Participation					
	\$0 to \$20,999,999	\$21M to \$27,999,999	\$28M to \$35,999,999	\$36M to \$44,999,999	\$45M to \$54,999,999	\$55M+
	Total Production					

*Figure 16 - Contract Year 8 Engagement Ratings*

**ATTACHMENT J-5.A.8.9 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Option Contract Year 9**

Proposals	Contract Year 9					
5+	Marginal	Satisfactory	Very Good	Very Good	Excellent	Excellent
4	Marginal	Satisfactory	Satisfactory	Very Good	Very Good	Excellent
3	Marginal	Marginal	Marginal	Satisfactory	Satisfactory	Satisfactory
2	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal	Marginal
1	Unsatisfactory	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal
0	Unsatisfactory - No Participation					
	\$0 to \$27,999,999	\$28M to \$35,999,999	\$36M to \$44,999,999	\$45M to \$54,999,999	\$55M to \$65,999,999	\$66M+
	Total Production					

*Figure 17- Contract Year 9 Engagement Ratings*

**ATTACHMENT J-5.A.8.10 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Option Contract Year 10**

Proposals	Contract Year 10					
5+	Marginal	Satisfactory	Very Good	Very Good	Excellent	Excellent
4	Marginal	Satisfactory	Satisfactory	Very Good	Very Good	Excellent
3	Marginal	Marginal	Marginal	Satisfactory	Satisfactory	Satisfactory
2	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal	Marginal
1	Unsatisfactory	Unsatisfactory	Unsatisfactory	Marginal	Marginal	Marginal
0	Unsatisfactory - No Participation					
	\$0 to \$35,999,999	\$36M to \$44,999,999	\$45M to \$54,999,999	\$55M to \$65,999,999	\$66M to \$74,999,999	\$75M+
	Total Production					

*Figure 18 - Contract Year 10 Engagement Ratings*

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

## **ATTACHMENT J-5.B PERFORMANCE-BASED ACQUISITION (PBA) SMALL BUSINESS SUBCONTRACTING EVALUATION PROGRAM RATINGS**

*Attachment J-5.B* applies exclusively to the Small Business Subcontracting Performance-Based Acquisition (PBA) element and describes the performance ratings to be determined by the General Services Administration (GSA) Governmentwide Acquisition Contract (GWAC) Administrative Contracting Officer (ACO). Small Business (SB) Subcontracting Performance will be annually assessed, and ratings will be entered into Contractor Performance Assessment Reporting System (CPARS) or another contract Past Performance assessment report (hereafter Contract Performance Assessment Reporting System or another contract performance assessment report will be referred to as the “CPAR”). Performance ratings can change from contract year to contract year, for example, ratings can (1) rise should performance improve from a “Marginal” rating up to a “Satisfactory or higher” rating in a Performing status; or conversely, (2) ratings can fall should performance diminish from an “Exceptional” rating down to a “Very Good” or lower rating.

### **J-5.B.1 Acceptable Quality Level (AQL), Minimum Requirements Needed to Earn a Satisfactory SB Subcontracting Rating**

In order to earn a favorable (i.e., Satisfactory) SB Subcontracting rating, an Other Than Small Business (OTSB) prime contractor must, as delineated in the CPAR SB Subcontracting Annual Rating, provide a “a good faith effort” to comply with an established subcontracting plan in accordance with FAR 19.705-7 and 13 CFR 125.3(d)(3). Further, FAR 19.705–7(b) contains indicators of a good faith effort.

### **J-5.B.2 Requirements Needed to Earn a Rating Above the Minimum AQL**

In order to earn a rating that is above the minimum AQL requirement of “Satisfactory,” an OTSB prime contractor must meet the following criteria:

- (a) Meet two or more of GSA’s established SB Subcontracting Goals for socio-economic categories listed in Table 6 of *Section G.22.1*.
- (b) Commit to a potential SB subcontract, or achieve actual subcontracted dollars paid to SB, that is expressed as a percentage of the total awarded Task Order invoice paid dollars accumulated by each prime contractor as outlined in each rating measurement. For example, a “Good” rating requires meeting Item (1) above and attaining a potential SB subcontract, or achieving actual subcontracted dollars paid to SB, that is 3% (or above, but not to exceed 70%) of the total awarded Task Order invoice paid dollars, at the end of each contract year, and in consideration of the latest filed Individual Subcontracting

Report (ISR) for the Master Contract via the Small Business Administration’s (SBA) Electronic Subcontracting Reporting System (eSRS).

A potential SB subcontract is defined as a contract for the performance of an issued Task Order under the Master Contract. Although ISRs are based on a payment basis for small business subcontracting there is a benefit to small businesses in receiving potential SB subcontracts to increase their inventory and/or add personnel in support of an issued Task Order. Potential SB subcontracts are intended to materialize into reportable obligated dollars via the prime contractor’s ISR.

### **J-5.B.3 Subcontracting Ratings, Rating Measurements, and Applicable Corrective Actions**

Adjectival subcontracting ratings along with their associated measurements and applicable corrective actions are delineated below in *J-5.B.4*.

### **J-5.B.4 CPAR Annual Small Business Subcontracting Rating Guide and Corrective Actions**

Socioeconomic categories are as listed in *Section G.22.1* and defined in FAR Clause 52.219-8, Utilization of Small Business Concerns.

***Table 18 - Small Business Subcontracting Ratings***

<b>RATING</b>	<b>DESCRIPTION OF RATING MEASUREMENT</b>	<b>CORRECTIVE ACTION REQUIRED</b>
Exceptional	Must satisfy all of the following conditions: 1) Met or exceeded all GSA established SB Subcontracting goals for socio-economic categories: Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBzone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Woman-Owned Small Business (WOSB). 2) Achieved actual subcontracted dollars paid to SB that is 10% (or above, but not to exceed 70%) of the total awarded Task Order paid invoice dollars.	N/A

RATING	DESCRIPTION OF RATING MEASUREMENT	CORRECTIVE ACTION REQUIRED
Very Good	<p>Must satisfy all of the following conditions:</p> <p>1) Met <u>all three</u> of the GSA established SB subcontracting goals for socio-economic categories: SB, SDB, and WOSB, and met <u>one</u> or more of the GSA established SB subcontracting goals for socio-economic categories: VOSB, SDVOSB, and HUBZone SB.</p> <p>2) Achieved actual subcontracted dollars paid to SB that is 5% (or above, but not to exceed 70%) of the total awarded Task Order paid invoice dollars.</p>	N/A
Good	<p>Must satisfy all of the following conditions:</p> <p>1) Met <u>GSA established subcontracting goals for SB along with two or more</u> of the GSA established SB Subcontracting goals for socio-economic categories: VOSB, SDVOSB, HUBZone SB, SDB, and WOSB.</p> <p>2) Attained a potential SB subcontract, or achieved actual subcontracted dollars paid to SB, that is 3% (or above, but not to exceed 70%) of the total awarded Task Order paid invoice dollars. To receive credit for potential dollars subcontracted to SB the contractor must provide evidence of SB Subcontracting inclusion amounting to the above percent via an awarded Task Order(s).</p>	N/A

<b>RATING</b>	<b>DESCRIPTION OF RATING MEASUREMENT</b>	<b>CORRECTIVE ACTION REQUIRED</b>
Satisfactory	<p>Demonstrated a good-faith effort in accordance with FAR 19.705-7, 13 CFR 125.3(d)(3), to meet its SB Subcontracting goals, but has not met the rigorous criteria for a higher rating.</p>	<p>Contractors should continuously remind their company Sales, Marketing, Business Development, and Supply Chain Management personnel of the importance of striving to meet the overall GWAC SB Subcontracting goal.</p>
Marginal	<p>The contractor was issued one or more Task Order awards but has no SB subcontracting to report after Contract Year One.</p> <p>The contractor will be rated Marginal unless the contractor can demonstrate a good-faith effort was made in accordance with FAR 19.705-7, Compliance with the subcontracting plan.</p>	<p>A Corrective Action Plan (CAP) is required.</p> <p>The Contractor is encouraged to contact the GSA's Office of Small and Disadvantaged Business Utilization (OSDBU) to get advice on how to improve their small business outreach efforts.</p>
Unsatisfactory	<p>The contractor was issued three or more Task Order awards under the Master Contract and received a Marginal rating in the previous contract year, with no increase in the reported SB Subcontracting</p> <p>Noncompliant with the contractual requirements of FAR Clauses 52.219-8 and 52.219-9.</p> <p>The contractor will be rated Unsatisfactory unless an audit of the contractor's small business plan demonstrates a good-faith effort was made in accordance with FAR 19.705-7, Compliance with the subcontracting plan.</p>	<p>A CAP is required. An SBA/GSA OSDBU Audit Review may be requested.</p> <p>The Government's right to terminate the contract may be invoked.</p>

**NOTICE:**

- (a) Ratings will not be assigned by the Government for Small Business Subcontracting until the Contractor has an awarded Task Order. Thus, the evaluation process for Small Business Subcontracting will result in the assignment of either (1) one of the adjectival ratings delineated above for contracts that have one or more Task Orders issued under them, or (2) a “Neutral” designation for contracts that do not have any Task Orders issued under them.
- (b) Contractors with a value of actual dollars subcontracted to SB that is less than 1% of the total awarded Task Order paid invoice dollars will be required to provide a CAP despite attaining a Satisfactory or above rating.
- (c) Prime contractors are required to comply with FAR Clause 52.215-23, Limitations on Pass-Through Charges, in their pursuit of favorable subcontracting ratings under the Master Contract.
- (d) Actual Cumulative Percentage of Current Contract Value (ACPCCV) data associated with subcontracting to all Concerns [i.e., SB, Large Business (LB), Total, VOSB, SDVOSB, HubZone SB, SDB, and WOSB] shall be included in the Remarks Section of each ISR posted to eSRS. ACPCCV data shall be calculated from Actual Cumulative Whole Dollar (ACWD) subcontracting data in conjunction with the Current Contract Value (CCV) for the applicable end date [March 31 or September 30 of the corresponding calendar year] of the associated reporting Period-of-Performance (PoP). The Remarks Section shall list the CCV [i.e., cumulative remitted CAF Adjusted Invoice Amount (CAIA) as of the end date of the applicable reporting PoP] and calculations shall be performed as follows:

$$CCV = \$x$$

$$SB \text{ ACPCCV} = [(SB \text{ ACWD})/(\$x)] * 100 = a\%$$

$$LB \text{ ACPCCV} = [(LB \text{ ACWD})/(\$x)] * 100 = b\%$$

$$\text{Total ACPCCV} = [(\text{Total ACWD})/(\$x)] * 100 = c\%$$

$$VOSB \text{ ACPCCV} = [(VOSB \text{ ACWD})/(\$x)] * 100 = g\%$$

$$SDVOSB \text{ ACPCCV} = [(SDVOSB \text{ ACWD})/(\$x)] * 100 = h\%$$

$$\text{HUBZone SB ACPCCV} = [(\text{HUBZone SB ACWD})/(\$x)] * 100 = f\%$$

$$SDB \text{ ACPCCV} = [(SDB \text{ ACWD})/(\$x)] * 100 = d\%$$

$$WOSB \text{ ACPCCV} = [(WOSB \text{ ACWD})/(\$x)] * 100 = e\%$$

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

## ATTACHMENT J-6 - TRANSACTIONAL DATA REPORTING

**This attachment applies to the Master Contract only.**

The Contractor shall report all Invoices and Contract Access Fee data within the date specified in **Section F.7**. Refer to the government designated system instructions for the reporting process. It is mandatory to complete the data elements in the format outlined in the government designated system instructions.

### J-6.1 CLIN Structure

The Contractor shall apply one or more of the following GWAC Program CLINs when reporting invoices in the government designated system.

*Table 19 - CLIN Structure*

GWAC REPORTING CLIN	REPORTING LINE TYPE
<i>See Attachment J-3</i>	Alliant 3 GWAC Labor Categories
N00	Non-Standard IT Labor
L00	Ancillary Labor
D00	Contract Access Fee (CAF)
E00	Contract Access Fee (CAF) SPECIAL RATE
F00	Zero Invoice
H00	Fixed-Price
B00	Cost-Reimbursement
A00	Materials (T&M only)
M00	MISC/ODC
G00	Award/Fixed/Incentive Fees
R00	Registered Apprenticeship Program

(End of Attachment J-6)

## **ATTACHMENT J-7 -INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN**

The Contractor's Individual Subcontracting Plan (ISP) is incorporated and attached at the time of the Alliant 3 GWAC award. Incorporation of the ISP constitutes the Contracting Officer's acceptance and approval of the ISP.

(End of Attachment J-7)

## J-8.1 GWAC Program Email Correspondences

Alliant 3 PCO/ACO

[Alliant3@gsa.gov](mailto:Alliant3@gsa.gov)

GWAC Scope Review Request

<https://www.gsa.gov/node/84448>

GSA Ombudsman

[GSAIndustrySupport@gsa.gov](mailto:GSAIndustrySupport@gsa.gov)

\*\* Contractor Registration Required (below)

*Table 20 - Web Site References*

SECTION	DESCRIPTION	WEBSITE URL
B.1	Information Technology Definition	<a href="https://www.acquisition.gov/far/part-2">https://www.acquisition.gov/far/part-2</a>
B.2	Clinger-Cohen Act	<a href="https://dodcio.defense.gov/portals/0/documents/ciodesrefv olone.pdf">https://dodcio.defense.gov/portals/0/documents/ciodesrefv olone.pdf</a>
B.5	OFPP Best Practices Handbook	<a href="https://www.whitehouse.gov/omb/management/office-federal-procurement-policy">https://www.whitehouse.gov/omb/management/office-federal-procurement-policy</a>
B.6.1	Department of Labor Bureau of Labor Statistics Standard Occupational Classification	<a href="http://www.bls.gov/soc">http://www.bls.gov/soc</a>
	The Occupational Information Network (O*NET) System	<a href="http://www.onetonline.org">http://www.onetonline.org</a>
B.13	U.S. Department of State, Bureau of Administration, Office of Allowances	<a href="https://aoprals.state.gov">https://aoprals.state.gov</a>

SECTION	DESCRIPTION	WEBSITE URL
C.1	DOD Information Enterprise Architecture	<a href="https://dodcio.defense.gov/Library/DoD-Architecture-Framework/dodaf20_arch_development/">https://dodcio.defense.gov/Library/DoD-Architecture-Framework/dodaf20_arch_development/</a>
C.3.1, C.3.2	Federal Enterprise Architecture Framework (FEA): Business Reference Model, and Performance Reference Model	<a href="https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/egov_docs/fea_v2.pdf">https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/egov_docs/fea_v2.pdf</a>
C.3.3	Government Performance and Results Modernization Act (GPRA) of 2010	<a href="https://www.govinfo.gov/app/details/PLAW-111publ352">https://www.govinfo.gov/app/details/PLAW-111publ352</a>
C.3.5	FIPS 199 Standards for Security Categorization of Federal Information and Information Systems	<a href="https://nvlpubs.nist.gov/nistpubs/fips/nist.fips.199.pdf">https://nvlpubs.nist.gov/nistpubs/fips/nist.fips.199.pdf</a>
C.4.4	SP 800-146 Cloud Computing	<a href="https://csrc.nist.gov/pubs/sp/800/146/final">https://csrc.nist.gov/pubs/sp/800/146/final</a>
C.4.5	NIST guidance: Special Publication 1500-x, NIST Big Data Interoperability Framework	<a href="https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.1500-1r2.pdf">https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.1500-1r2.pdf</a>

SECTION	DESCRIPTION	WEBSITE URL
D.3	Part 117— National Industrial Security Program Operating Manual (NISPOM) CFR 117	<a href="https://www.ecfr.gov/current/title-32/subtitle-A/chapter-I/subchapter-D/part-117">https://www.ecfr.gov/current/title-32/subtitle-A/chapter-I/subchapter-D/part-117</a>
E.1, F.1, H.1, I.2	Federal Acquisition Regulation.  GSA Regulation.	<a href="https://www.acquisition.gov/?q=browsefar">https://www.acquisition.gov/?q=browsefar</a>  <a href="https://www.acquisition.gov/browse/index/gsam">https://www.acquisition.gov/browse/index/gsam</a>
H.6.5	Federal Information Security Management Act, Office of Management and Budget (OMB) Circular A-130.  NIST 800-series “Special Publications”.	<a href="https://csrc.nist.gov/topics/laws-and-regulations/executive-documents/omb-a-130">https://csrc.nist.gov/topics/laws-and-regulations/executive-documents/omb-a-130</a>  <a href="https://csrc.nist.gov/publications/sp800">https://csrc.nist.gov/publications/sp800</a>
G.2.1	OGP 4800.2I Eligibili ty to Use GSA Sources of Supply and Services	<a href="https://www.gsa.gov/system/files/OGP%20Order%204800%202I%20Eligibility%20Determination.pdf">https://www.gsa.gov/system/files/OGP%20Order%204800%202I%20Eligibility%20Determination.pdf</a>
G.10	Contractor Website - CMMI Institute- Published Appraisal Results	<a href="https://cmminstitute.com/learning/appraisals/results">https://cmminstitute.com/learning/appraisals/results</a>

SECTION	DESCRIPTION	WEBSITE URL
G.14	** GSA eBuy	<a href="https://www.ebuy.gsa.gov/ebuy">https://www.ebuy.gsa.gov/ebuy</a>
G.19	** Contractor Performance Assessment Reporting System.	<a href="https://www.cpars.gov">https://www.cpars.gov</a>
G.19.2	<p>GSA Alliant 3 GWAC Homepage</p> <ul style="list-style-type: none"> <li>• GWAC Contracts</li> <li>• GWAC Contract Holders</li> <li>• GWAC Pricing.</li> </ul> <p>GSA GWAC Homepage</p> <ul style="list-style-type: none"> <li>• SOW Review Request</li> <li>• DPA Request.</li> </ul>	<p><a href="http://www.gsa.gov/alliant3">http://www.gsa.gov/alliant3</a></p> <p><a href="http://www.gsa.gov/gwacs">http://www.gsa.gov/gwacs</a></p>
G.20.2	<p>** Government Designated System: Reporting Transactional Data - Instructions and Definitions.</p> <p>Treasury Reporting Rates of Exchange,” issued by the U.S. Department of Treasury, Financial</p>	<p><i>(To Be Determined at Time of Award in the Notice to Proceed)</i></p> <p><a href="https://www.fiscal.treasury.gov/reports-statements/treasury-reporting-rates-exchange">https://www.fiscal.treasury.gov/reports-statements/treasury-reporting-rates-exchange</a></p>

SECTION	DESCRIPTION	WEBSITE URL
	Management Service. ** System for Award Management (SAM).	<a href="https://sam.gov/content/home">https://sam.gov/content/home</a>
G.20.5	CIO-IT Security-01-02	<a href="https://www.gsa.gov/system/files/Incident-Response-%5BCIO-IT-Security-01-02-Rev-19%5D-09-08-2022docx.pdf">https://www.gsa.gov/system/files/Incident-Response-%5BCIO-IT-Security-01-02-Rev-19%5D-09-08-2022docx.pdf</a>
G.22.2	** Subcontracting Reports	<a href="https://www.esrs.gov">https://www.esrs.gov</a>
G.23	Prime & Subcontractor Spending: Sub-award data for all Spending Types	<a href="https://www.usaspending.gov">https://www.usaspending.gov</a>
G.25	** Carbon Disclosure Project (CDP)	<a href="https://www.cdp.net/en-US/Pages/HomePage.aspx">https://www.cdp.net/en-US/Pages/HomePage.aspx</a>
H.3	GSA Logo	<a href="https://www.gsa.gov/reference/gsa-logo-policy">https://www.gsa.gov/reference/gsa-logo-policy</a>
H.7	GSA IT Policies	<a href="https://www.gsa.gov/policy-regulations/policy/information-technology-policy?topnav=policy-regulations">https://www.gsa.gov/policy-regulations/policy/information-technology-policy?topnav=policy-regulations</a>
H.9	IT Security Policies <ul style="list-style-type: none"> <li>● Homeland Security Presidential Directives-12 (HSPD-12)</li> </ul>	<a href="https://www.commerce.gov/osy/programs/credentialing/hspd-12-credentialing">https://www.commerce.gov/osy/programs/credentialing/hspd-12-credentialing</a>

SECTION	DESCRIPTION	WEBSITE URL
	<ul style="list-style-type: none"> <li>OMB guidance M-05-24</li> </ul> <p>GSA HSPD-12, Personal Identity Verification.</p>	<p><a href="https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/memoranda/2005/m05-24.pdf">https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/memoranda/2005/m05-24.pdf</a></p> <p><a href="https://www.gsa.gov/technology/it-contract-vehicles-and-purchasing-programs/multiple-award-schedule-it/hspd12-product-and-service-components">https://www.gsa.gov/technology/it-contract-vehicles-and-purchasing-programs/multiple-award-schedule-it/hspd12-product-and-service-components</a></p>
H.10	Government Designated System Training Modules	<i>(To Be Determined at Time of Notice to Proceed/Effective Date)</i>
H.13	Section 508 Standards	<a href="http://www.section508.gov">http://www.section508.gov</a>
Attachment J-2	DoD Cloud Computing Security	<a href="https://public.cyber.mil/dccs/">https://public.cyber.mil/dccs/</a>
K.3	FPDS PSC Manual	<a href="https://www.acquisition.gov/psc-manual">https://www.acquisition.gov/psc-manual</a>
L.5.4.2	DCMA Contractor Purchasing System Review (CPSR) Guidebook	<a href="https://www.dcma.mil/Portals/31/Documents/CPSR/CPSR_Guidebook_091021.pdf">https://www.dcma.mil/Portals/31/Documents/CPSR/CPSR_Guidebook_091021.pdf</a>

This table of website links was updated as of 4/9/2024. If you encounter a broken web link in the above listing, please contact the GWAC ACO or COR at [Alliant3@gsa.gov](mailto:Alliant3@gsa.gov).

The GWAC ACO or COR will periodically update this **Attachment J-8** whenever Master Contract Modifications are issued, and also provide more recent updates on GSA's Alliant 3 GWAC website at a time when GSA is made aware of any needed changes to website URL names or addresses.

(END OF ATTACHMENT J-8)