



Human Capital and Training Solutions Unrestricted

(HCaTS-U)

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Pool 1 NAICS Code: 611430, 611699, 624310

Pool 2 NAICS Codes: 541611, 541612, 541613, 541618, 611710

Base Ordering Period: Date of Award - 25 Sep 2021
Five-year Option Period: 26 Sep 2021 - 25 Sep 2026

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS	8
B.1 BACKGROUND	8
B.1.1 RESERVED.	8
B.1.2 GENERAL SERVICES ADMINISTRATION (GSA)	8
B.1.3 RESERVED	9
B.1.4 AUTHORITY	9
B.1.5 ECONOMY ACT	9
B.1.6 CONTRACT TYPE	9
B.1.7 MINIMUM GUARANTEE AND MAXIMUM CEILING	9
B.1.8 CONTRACT ACCESS FEE (CAF)	10
B.2 TASK ORDER PRICING	10
B.2.1 LABOR CATEGORIES AND STANDARD OCCUPATIONAL CLASSIFICATIONS	11
B.2.2 FIXED-PRICE TASK ORDERS	12
B.2.3 COST REIMBURSEMENT TASK ORDERS	12
B.2.4 INCENTIVE TASK ORDERS	12
B.2.5 TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H) TASK ORDERS	12
B.2.5.1 CEILING RATES FOR TIME-AND-MATERIALS (T&M) AND LABOR- HOUR (L-H)	13
B.3 ANCILLARY SUPPORT SERVICES AND OTHER DIRECT COSTS	14
B.3.1 SPECIALIZED PROFESSIONAL SERVICES LABOR	14
B.3.2 LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA)	15
B.3.3 LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)	15
B.3.4 TRAVEL	16
B.3.5 MATERIALS AND EQUIPMENT	16
B.3.6 SUBCONTRACTING	16
SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	17
C.1 SCOPE	17
C.1.1 KEY SERVICE AREAS (KSA)	18
C.2 AUTHORITIES	19
C.3 SUMMARY OF REQUIREMENTS	20
C.3.1 KEY SERVICE AREAS (KSA)	20

C.3.1.1	KSA 1 (CUSTOMIZED TRAINING AND DEVELOPMENT SERVICES)	20
C.3.1.2	KSA 2 (CUSTOMIZED HUMAN CAPITAL STRATEGY SERVICES)	22
C.3.1.3	KSA 3 (CUSTOMIZED ORGANIZATIONAL PERFORMANCE IMPROVEMENT)	24
C.3.2	ANCILLARY SUPPORT SERVICES AND OTHER DIRECT COSTS	25
C.3.3	INFORMATION TECHNOLOGY (IT) AND NON-INFORMATION TECHNOLOGY PRODUCTS AND SERVICES	26
C.3.4	TEMPORARY SUPPORT SERVICES	27
C.3.5	SERVICES NOT IN SCOPE	27
SECTION D:	PACKAGING AND MARKING	29
D.1	PACKAGING AND MARKING	29
SECTION E:	INSPECTION AND ACCEPTANCE	30
E.1	INSPECTION AND ACCEPTANCE	30
SECTION F:	DELIVERIES OR PERFORMANCE	31
F.1	DELIVERABLES	31
F.2	PERFORMANCE	31
F.3	PLACE OF PERFORMANCE	32
F.4	CONTRACT ORDERING PERIOD	32
F.4.1	TASK ORDER PERIOD OF PERFORMANCE	32
F.5	PERFORMANCE STANDARDS	33
F.5.1	DELIVERABLE AND REPORTING REQUIREMENTS	33
F.5.2	COMPLIANCE	35
SECTION G:	CONTRACT ADMINISTRATION DATA	39
G.1	BACKGROUND	39
G.2	ROLES AND RESPONSIBILITIES OF KEY PERSONNEL	39
G.2.1	PROGRAM MANAGER (PM)	39
G.2.2	CONTRACTING OFFICER (CO)	39
G.2.3	OMBUDSMAN	40
G.2.4	ORDERING CONTRACTING OFFICER (OCO)	40
G.2.5	CONTRACTING OFFICER'S REPRESENTATIVE (COR)	41
G.2.6	CONTRACTOR KEY PERSONNEL	42

G.2.6.1	CORPORATE HCATS PROGRAM MANAGER (CHPM)	43
G.2.6.2	CORPORATE HCATS CONTRACT MANAGER (CHCM)	43
G.3	CONTRACTOR ADMINISTRATION REQUIREMENTS	44
G.3.1	CONTRACT ACCESS FEE (CAF)	44
G.3.2	CONTRACT PAYMENT REPORTING MODULE (CPRM)	45
G.3.2.1	TASK ORDER AWARD DATA	45
G.3.2.1.1	FIXED PRICE AWARD DATA	46
G.3.2.1.2	COST REIMBURSEMENT AWARD DATA	46
G.3.2.1.3	TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H) AWARD DATA	47
G.3.2.2	TASK ORDER MODIFICATION DATA	47
G.3.2.3	INVOICE DATA	47
G.3.2.4	CONTRACT ACCESS FEE (CAF) PAYMENT DATA	48
G.3.2.5	CLOSEOUT DATA AND EXPIRED ORDER VALIDATION	49
G.3.3	SUBCONTRACTING PLAN	50
G.3.4	CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)	51
G.3.4.1	HCATS CONTRACTOR SELF ASSESSMENT	52
G.3.4.2	TASK ORDER CPARS	52
G.3.5	INSURANCE	52
G.3.6	MERGERS, ACQUISITIONS, NOVATIONS AND CHANGE-OF-NAME AGREEMENTS	53
G.3.7	RESPONSIBILITY AND FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIS)	53
G.3.8	VETS-4212 REPORTS	53
G.3.9	FSRS REPORTS	54
G.3.10	POST AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION	54
G.3.11	Industry operations analysts (IOAs)	55
G.4	HCATS AND TASK ORDER CLOSEOUTS	55
G.5	OPTION DETERMINATION	55
SECTION H:	SPECIAL CONTRACT REQUIREMENTS	56
H.1	RESERVED	56
H.2	OBSERVANCE OF FEDERAL HOLIDAYS	56

H.3	ORDERING PROCEDURES	56
H.4	NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) HCATS NAICS CODES	57
H.4.1	PREDOMINANT TASK ORDER NAICS CODE DETERMINATION	58
H.5	PRODUCT SERVICE CODE (PSC)	59
H.6	ACCREDITATIONS	59
H.6.1	ADEQUATE ACCOUNTING SYSTEM	59
H.6.2	ACCEPTABLE ESTIMATING SYSTEM	60
H.6.3	APPROVED PURCHASING SYSTEM	60
H.6.4	FORWARD PRICING RATE AGREEMENTS (FPRA), FORWARD PRICING RATE RECOMMENDATIONS (FPRR), AND AUDITED BILLING RATES	60
H.6.5	EARNED VALUE MANAGEMENT SYSTEM (EVMS)	61
H.6.6	INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO) 9001:2008/2015 CERTIFICATION	61
H.6.7	INTERNATIONAL ORGANIZATION OF STANDARDIZATION/INTERNATIONAL ELECTROTECHNICAL COMMISSION (ISO/IEC) 27001:2013 CERTIFICATION	61
H.7	COST ACCOUNTING STANDARDS (CAS)	62
H.8	MEANINGFUL RELATIONSHIP COMMITMENT LETTERS (MRCL)	62
H.9	PROFESSIONAL EMPLOYEE COMPENSATION PLAN	63
H.10	UNCOMPENSATED OVERTIME POLICY	63
H.11	SECURITY CLEARANCE REQUIREMENTS	64
H.11.1	FACILITY CLEARANCE LEVEL (FCL)	64
H.11.2	EMPLOYEE SECURITY CLEARANCE	65
H.11.3	HOMELAND SECURITY PRESIDENTIAL DIRECTIVE 12 (HSPD-12)	65
H.12	PROPRIETARY SOLUTIONS	65
H.13	PARTNERING	66
H.14	MEETINGS	66
H.15	HCATS PMO WEBSITE	66
H.16	CONTRACTOR HCATS WEBPAGE	67
H.17	MARKETING	68
H.18	MINIMUM TASK ORDER AWARDS OR ESTIMATED VALUE	68

H.19	TRAINING AND PERMITS	69
H.20	ETHICS AND CONDUCT	69
H.20.1	SUPERVISION	70
H.20.2	CONDUCT	70
H.20.3	CONFLICTS OF INTEREST	71
H.20.4	COOPERATION WITH OTHER CONTRACTORS ON GOVERNMENT SITES	72
H.21	GOVERNMENT PROPERTY	72
H.21.1	LEASING OF REAL AND PERSONAL PROPERTY	73
H.21.2	GOVERNMENT FACILITIES	73
H.21.3	RIGHTS OF INGRESS AND EGRESS	73
H.22	SECTION 508 OF THE REHABILITATION ACT OF 1973	74
H.23	ON-RAMPING	74
H.23.1	CHANGING VEHICLE/POOL	75
H.24	DORMANT STATUS	77
	Timeline for Dormancy and Escalation to Cancellation	77
	SECTION I: CONTRACT CLAUSES	79
I.1	TASK ORDER PROVISIONS AND CLAUSES	79
I.2	HCATS CLAUSES	79
I.2.1	FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE	79
I.2.2	GSAR CLAUSES INCORPORATED BY REFERENCE	85
I.2.3	FAR AND GSAR PROVISIONS AND CLAUSES IN FULL TEXT	86
I.2.3.1	52.216-18 ORDERING (AUG 2020)	86
I.2.3.2	52.216-19 ORDER LIMITATIONS (OCT 1995)	87
I.2.3.3	RESERVED	87
I.2.3.4	52.216-22 INDEFINITE QUANTITY (OCT 1995) (Deviation Nov 2025)	87
I.2.3.5	52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	88
I.2.3.6	52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	88
I.2.3.7	52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS	89
I.2.3.8	52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (ALTERNATE I)	

(Deviation)94	
I.2.3.9	52.240-92 SECURITY REQUIREMENTS (NOV 2025) (Deviation) 107
I.2.3.10	52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2025) (Deviation) 108
PART III: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS SECTION J: LIST OF ATTACHMENTS 111	
J.1	STANDARDIZED LABOR CATEGORIES 111
J.2	HCATS CONTRACT PRICING 111
J.3	APPROVED SUBCONTRACTING PLAN (IF APPLICABLE) 111

PART I: THE SCHEDULE
SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BACKGROUND

B.1.1 RESERVED.

B.1.2 GENERAL SERVICES ADMINISTRATION (GSA)

GSA was established in 1949 by President Harry Truman as the Federal agency tasked with administering supplies and providing workplaces for Federal employees. Today, GSA makes federal agencies more effective at what they do by providing expertise, management and smart acquisition solutions.

GSA's acquisition solutions supply federal purchasers with cost-effective high-quality products and services from commercial vendors. Federal Acquisition Service (FAS) operates as America's buyer, leveraging the buying power and acquisition expertise of the Federal government to deliver new and existing services and high-quality products to taxpayers and Federal customers. Since its establishment, FAS has demonstrated unrivaled capability to deliver these across Federal government at the best value possible.

In 2014, GSA embarked on a three-year vision to make FAS into the Government Acquisition Marketplace, transforming the organization into a transparent, solution-neutral home for acquisition and subject matter expertise. According to the former FAS Commissioner, Thomas Sharpe, Jr, the goal is "to provide agencies across government with the tools and knowledge they need to make the right buying decisions, reduce the proliferation of duplicative contract vehicles, and deliver the best value possible to our customers and the American people."

To meet this goal, GSA reorganized FAS around the concept of category management, an acquisition strategy used by the most successful Fortune 500 companies. Category management looks at product and service categories and customizes purchase channels to better meet customer needs, leading to smarter purchasing decisions, better purchasing options, and saved dollars. Through their partnership, GSA and OPM can align the Human Capital and Training Solutions (HCaTS) with these strategic goals.

B.1.3 RESERVED

B.1.4 AUTHORITY

The Administrator of GSA is specifically authorized to purchase supplies and nonpersonal services on behalf of other agencies under 40 U.S.C. 501. The authority for the award and administration of the HCaTS contracts and the delegation of authority for the award and administration of task orders under the HCaTS contracts are defined in Section G.

Hereafter, the HCaTS Contracting Officer will be referred to as the HCaTS CO and the Ordering Contracting Officer at the task order level will be referred to as the OCO.

B.1.5 ECONOMY ACT

In accordance with RFO-2025-17 and FAR Paragraph 17.502-2, the Economy Act does not apply to task orders awarded under the HCaTS contracts under the authorities of 5 U.S.C. 1304 and 40 U.S.C. 501.

B.1.6 CONTRACT TYPE

HCaTS allows for all contract types at the task order level (e.g., Fixed-Price, Cost-Reimbursement, Time- and-Materials, and Labor-Hour). Task orders may also combine more than one contract type and include incentives, performance based measures, multi-year or option periods, and commercial or non- commercial items.

B.1.7 MINIMUM GUARANTEE AND MAXIMUM CEILING

The minimum dollar guarantee is \$2,500.00 for each contract under which the contractor does not receive any task order awards. The minimum dollar guarantee applies to the contract as a whole and not each ordering period, if exercised.

In the case of contract repositioning, if the contractor did not receive any task order awards under the origin contract, the minimum funding will carry over to the destination contract. Conversely, if the contractor received a task order award under the origin contract, but does not receive any task order awards under the destination contract, the minimum funding will have been met by the origin contract and the destination contract is not eligible for payment

of the minimum funding. In the case of contract termination, the minimum funding will be prorated based on the duration of the contract, if applicable.

The minimum dollar amount for an individual task order must exceed the micro-purchase threshold as defined in FAR Section 2.101, as amended. The maximum dollar value for all task orders issued under the HCaTS contracts, including all options, if exercised, is \$3.45 billion for Pool 1 and \$2.3 billion for Pool 2 for each 1) the HCaTS Unrestricted and 2) the HCaTS SB and 8(a) vehicles, for a total program ceiling of \$11.5 billion.

B.1.8 CONTRACT ACCESS FEE (CAF)

GSA operating costs associated with the management and administration of HCaTS are recovered through a Contract Access Fee (CAF). The CAF is a percentage of the total task order amount invoiced and the CAF percentage is set at the discretion of the HCaTS PMO. The HCaTS PMO maintains the unilateral right to change the percentage at any time. See Section G.3.1 for more details regarding the CAF.

B.2 TASK ORDER PRICING

HCaTS provides all Federal agencies the flexibility to determine fair and reasonable pricing tailored to the ordering agency's requirement dependent upon level of competition, risk(s), uncertainty (ies), complexity, urgency and contract type(s). The OCO has the authority and responsibility to determine price, and if applicable, cost reasonableness for his agency's task order requirements. 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 shall identify the applicable contract type for all Contract Line Items (CLINs) in each task order.

The Contractor shall propose and the OCO award all labor rates when performance is conducted at the Contractor's facility (ies) at the Contractor Site Rate(s), if applicable. The Contractor shall propose and the OCO award all labor rates at the Government Site Rate(s) when performance is conducted at the Government's facility (ies) or a site not owned or leased by the Contractor, if applicable.

B.2.1 LABOR CATEGORIES AND STANDARD OCCUPATIONAL CLASSIFICATIONS

HCaTS provides standardized labor categories that correspond to the Office of Management and Budget’s (OMB) Standard Occupational Classification (SOC) system for which the Bureau of Labor Statistics (BLS) maintains compensation data.

In accordance with Attachment J.1 (Standardized Labor Categories), all of the HCaTS labor categories are either an individual labor category that is mapped to a single SOC and functional description or a labor category group that is mapped to multiple SOC Numbers and functional descriptions. The HCaTS labor category groups were established based upon BLS published data regarding similar direct labor compensation within a grouping of multiple SOC numbers and functional descriptions.

Except for ancillary labor as defined under Section B.3, when responding to task order solicitations, regardless of contract type, the Contractor shall identify both Prime and Subcontractor labor using the HCaTS labor categories. The Contractor may deviate from the Junior, Journeyman, Senior, and Subject Matter Expert (SME) definitions in Attachment J.1 (Standardized Labor Categories), as long as the Contractor clearly identifies the deviation in its proposals. Additionally, the following qualification substitution chart applies:

Degree	Experience Substitution	Experience and Degree Substitution
Bachelor’s Degree	Six years of relevant work experience may be substituted for a Bachelor’s Degree	Associate’s Degree plus four years of relevant work experience may be substituted for a Bachelor’s Degree
Master’s Degree	12 years of relevant work experience may be substituted for a Master’s Degree	Bachelor’s Degree plus eight years of relevant work experience may be substituted for a Master’s Degree
Doctorate Degree	20 years of relevant work experience may be substituted for a Doctorate Degree	Bachelor’s Degree plus 16 years or a Master’s Degree plus 12 years of relevant work experience may be substituted for a Doctorate Degree

B.2.2 FIXED-PRICE TASK ORDERS

Fixed-Price contracts are defined under FAR 16.2 (Class Deviation RFO-2025-16) and other applicable agency-specific regulatory supplements.

B.2.3 COST REIMBURSEMENT TASK ORDERS

Cost reimbursement contracts are defined under FAR 16.3 (Class Deviation RFO-2025-16) and other applicable agency-specific regulatory supplements. FAR 30 and 31 (Class Deviation RFO-2025-30 and RFO-2025-31) may apply to cost-reimbursement task orders.

To be considered for cost reimbursement task order awards, the Contractor shall have and maintain an adequate accounting system that will permit timely development of all necessary cost data in the form required by the proposed contract type.

B.2.4 INCENTIVE TASK ORDERS

Incentives are defined under FAR 16.4 (Class Deviation RFO-2025-16) and other applicable agency-specific regulatory supplements.

B.2.5 TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H) TASK ORDERS

T&M and L-H contracts are defined under FAR 16.601 and 16.602 (Class Deviation RFO-2025-16), respectively, 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, 52.216-30 and/or 52.216-31. The OCO shall identify which provision(s) is applicable in the task order solicitation and the Contractor shall comply with the provision(s).

T&M and L-H task orders require the HCaTS standardized labor categories and their associated rates to be identified in the task order award document.

Ancillary labor categories shall be paid in accordance with FAR 52.212-4 (Alternate I) (for commercial task order CLINs) and/or FAR 52.232-7 (for non-commercial task order CLINs).

B.2.5.1 CEILING RATES FOR TIME-AND-MATERIALS (T&M) AND LABOR- HOUR (L-H)

When preparing solicitations for T&M and/or L-H task order CLINs, the OCO must select from the following provisions in the task order solicitation.

1. *FAR 52.216-29 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition With Adequate Price Competition (Feb 2007)*
2. *FAR 52.216-30 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition Without Adequate Price Competition (Feb 2007)*
3. *FAR 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition (Feb 2007)*

For organizations within the Department of Defense (DoD), when selecting FAR 52.216-29 the OCO shall also select DFAR 252.216-7002, Alternate A.

When FAR 52.216-30 is selected or FAR 52.216-31 is selected and there is an exception to fair opportunity, HCaTS establishes maximum allowable labor rates in the form of fully burdened ceiling rates for all professional, non-ancillary, CONUS, T&M/L-H labor for both Government and Contractor Sites. Based on the specific task order requirements, the OCO is authorized to exceed the HCaTS fully burdened ceiling rates for those labor categories that include Secret/Top Secret/SCI labor and/or OCONUS locations, if necessary.

The fully burdened ceiling rates do not apply when FAR 52.216-29 is selected, or FAR 52.216-29 with DFAR 252.216-7002, Alternate A is selected, or FAR 52.216-31 is selected and there is not an exception to fair opportunity.

The fully burdened ceiling rates awarded at initial contract award shall serve as the basis for all future year pricing for those fully burdened ceiling rates. In order to determine future year fully burdened ceiling rate pricing, the originally awarded rates will have an escalation factor applied. This escalation factor will be the average annual BLS ECI for the previous three years. In Year 5 of HCaTS, if the average annual ECI for the previous three years is higher than at time of HCaTS award, the fully burdened ceiling rates for Years 6 through 16 will be adjusted by the difference of percentage increase. For example, if the BLS ECI index was 2.23% at time of proposal submission and the BLS ECI index is 3.16% in Year 5 of HCaTS,

the fully burdened ceiling rates for Years 6 through 16 will be adjusted by 0.93% per year on a cumulative basis. If the BLS ECI index in Year 5 of HCaTS is equal to or below the BLS ECI index at time of award, the fully burdened ceiling rates will remain unchanged. In Year 10 of HCaTS, if the previous three year average annual BLS ECI index for the previous three years is higher than Year 5 of HCaTS, the fully burdened ceiling rates for Years 11 through 16 will be adjusted by the difference of percentage increase in accordance with the example above. If the average index in Year 10 is equal to or below the average index in Year 5, the fully burdened ceiling rates will remain unchanged.

The HCaTS fully burdened ceiling rates that are in effect at the time a task order is awarded shall remain with the task order award during the entire term of the task order, including task orders with option periods.

See Section F.4 for HCaTS contracts and task orders awarded under HCaTS contracts.

B.3 ANCILLARY SUPPORT SERVICES AND OTHER DIRECT COSTS

Other ancillary support services, integral and necessary as part of a total integrated solution within the scope of HCaTS for which there is not a labor category specified in HCaTS, necessary to obtain a total, customized, and integrated solution, are allowable costs and may be included within an individual task order under an HCaTS contract. Ancillary support services may include, but are not limited to, other professional and/or non-professional services; commercial and/or non-commercial items; IT services and/or components, administrative support; data entry; and, subject matter expertise. Other direct costs (ODCs) may include expenses such as travel, materials, equipment and/or Subcontractors. The Contractor shall propose and identify each ancillary support service or ODCs separately and the OCO shall identify each ancillary support service or ODCs by a separate CLIN on the task order award.

The Contractor shall report in the Contract Payment Reporting Module (CPRM) all ancillary labor in accordance with Section G.3.2.

B.3.1 SPECIALIZED PROFESSIONAL SERVICES LABOR

Specialized professional services labor is defined as bona fide executive, administrative, or professional skills for which the expertise required or duties performed are within the scope

of HCaTS, but are so specialized that they are not explicitly defined in any labor category description in Attachment J.1 (Standardized Labor Categories). The Contractor may propose specialized professional services labor when proposing ancillary support; however, the OCO will determine whether circumstances merit the use of specialized professional skills. Whenever possible, this specialized professional labor should be mapped to the BLS SOC. If the use of specialized professional services labor becomes frequent, additional labor categories and their associated fully burdened ceiling rates may be added by bilateral modification to an HCaTS contract.

B.3.2 LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA)

HCaTS labor categories, identified in Attachment J.1 (Standardized Labor Categories), are considered bona fide executive, administrative, and professional labor that are exempt from the Service Contract Act (SCA).

To the extent that any ancillary labor for services are within the scope of HCaTS and subject to the SCA in accordance with FAR 22.10 (Class Deviation RFO-2025-22) and other applicable agency-specific regulatory supplements, the OCO shall identify such work in the task order solicitation and make a determination as to whether SCA wage determinations are to be applied or not. The OCO shall incorporate the appropriate provisions and clauses in each task order solicitation and subsequent award when the SCA applies.

B.3.3 LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)

Outside the Continental United States (OCONUS) is defined as other than the 48 contiguous states plus the District of Columbia. It is anticipated that there may be task orders for work OCONUS.

The U.S. Department of State's Bureau of Administration, Office of Allowances, publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances.

The Department of State Standardized Regulations (DSSR) is the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. For task orders issued under HCaTS contracts, Contractor personnel assigned to foreign areas shall not receive allowances and benefits in excess of those identified in the DSSR.

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 Class Deviation RFO-2025-31 and other applicable agency-specific regulatory supplements.

B.3.4 TRAVEL

Travel costs may be firm-fixed price or reimbursed at actual cost in accordance with the limitations set forth in FAR 31.204 (Class Deviation RFO-2025-31) and other applicable agency-specific regulatory supplements. Unless otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to travel consistent with the Contractor's standard accounting practices.

B.3.5 MATERIALS AND EQUIPMENT

Material and equipment, as defined in FAR 45.101 (Class Deviation RFO-2025-45), shall be priced in accordance with the terms of the task order solicitation, contract type, and applicable FAR and agency-specific regulatory supplements. Unless otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to material and equipment consistent with the Contractor's standard accounting practices.

B.3.6 SUBCONTRACTING

For non-commercial items, subcontracting shall follow the procedures set forth in FAR 44 (Class Deviation RFO-2025-44) and other applicable agency-specific regulatory supplements.

For commercial items, subcontracting shall follow the procedures set forth in FAR 12 (Class Deviation RFO-2025-12) and FAR 44.4 (Class Deviation RFO-2025-44), and other applicable agency-specific regulatory supplements.

(END OF SECTION B)

PART I: THE SCHEDULE
SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE

Human Capital and Training Solutions (HCaTS), through delegated procurement authority and OPM assisted acquisition services, will provide Federal agencies with both direct access and assisted acquisition access to customized training and development services, customized human capital strategy services, and customized organizational performance improvement services HCaTS will also address:

1. the goals of strategic sourcing, which include reducing contract duplication and administrative costs, improving the quality of solutions while managing demand, increasing transparency, and ensuring the Government obtains the best value at the best overall price, and
2. the requirements of 5 CFR 250, which provides authority for personnel actions in Subpart A and authority for strategic human capital management in Subpart B.

In accordance with the requirements prescribed in 5 CFR 250, HCaTS is also designed to assist Federal agencies in carrying out their roles in managing human capital according to the following principles:

1. A Federal agency's human capital management strategies, plans, and practices should:
 - a. Integrate strategic plans, annual performance plans and goals, and other relevant budget, finance, and acquisition plans, and
 - b. Contain measurable and observable performance targets, and
 - c. Communicate in an open and transparent manner to facilitate cross-agency collaboration to achieve mission objectives.
2. A Federal agency's talent management system should enable a Federal agency to:
 - a. Plan for and manage current and future workforce needs, and

- b. Design, develop, and implement proven strategies and techniques and practices to attract, hire, develop, and retain talent, and
 - c. Make meaningful progress toward closing knowledge, skill, and competency gaps in all occupations within the Federal agency.
3. A Federal agency's approach to performance management should include:
- a. Strategies and processes to foster a culture of engagement and collaboration, and
 - b. A results-oriented, high-performing workforce, and
 - c. A performance management system that differentiates levels of performance of staff, provides regular feedback, and links individual performance to organizational goals.
4. A Federal agency's use of evaluation should contribute to agency performance by monitoring and evaluating outcomes of its human capital management strategies, policies, programs, and activities, checking both for merit system compliance and for success in identifying, implementing, and monitoring process improvements.

These four principles are consistent with the information prescribed within 5 CFR 250 and in OPM's current Human Capital Assessment and Accountability Framework (HCAAF), as referenced in 5 CFR 250. The HCAAF is a living approach to human capital management that is expected to evolve over time as a guide for defining scope at the task order level.

HCaTS seeks to acquire multiple qualified Contractors to provide customized training and development services, customized human capital strategy services, and customized organizational performance improvement services to meet the Federal government's workforce needs while conforming to the above stated principles, Federal agency-specific and OPM policies, procedures, rules, regulations, and other governing doctrines. At the same time, Federal agencies will continue looking for ways to achieve their goals in as cost-efficient a manner as possible. HCaTS has been designed to meet such challenges.

C.1.1 KEY SERVICE AREAS (KSA)

HCaTS consists of three KSAs: 1) Customized Training and Development Services, 2)

Customized Human Capital Strategy Services, and 3) Customized Organizational Performance Improvement.

Through the development and deployment of customized solutions defined in the KSAs below, HCaTS will be able to assist Federal agencies in accomplishing the following six objectives:

1. Improving the management of human capital in accordance with the HCAAF and OPM governing doctrines and accomplishing their assigned critical missions, and
2. Increasing the effectiveness and efficiency of critical business processes, and
3. Providing optimal professional development opportunities to the Federal workforce, and
4. Undertaking effective change management initiatives, and
5. Developing effective metrics to assess progress in carrying out human capital strategies, and
6. Maximizing the return on investment in training and development, human capital, and organizational performance improvements.

These three KSAs will enable HCaTS to provide Federal agencies with a full range of customized solutions for training and development, human capital strategy, and organizational performance improvement requirements across the Federal government.

C.2 AUTHORITIES

The following list of authorities may be applicable at the task order level:

- Chief Human Capital Officers Act of 2002
- Executive Order 13111, Using Technology to Improve Training Opportunities for Federal Government Employees
- Section 508 of the Rehabilitation Act
- Department of Defense Shareable Courseware Object Reference Model (SCORM)
- 5 CFR 250
- Government Performance and Results (GPR) Modernization Act of 2010 (GPRAMA)

- Office of Management and Budget (OMB) Memorandum M-10-27
- Office of Management and Budget (OMB) Circular A-11, Section 220

C.3 SUMMARY OF REQUIREMENTS

The objective of HCaTS is to provide Federal agencies with a total integrated and customized solution for training and development services, human capital strategy services, and organizational performance improvement services at all levels (e.g., enterprise, unit, individual). Ultimately, solutions at the task order level should align with the principles of sound human capital management. Federal agencies have the flexibility to award task orders that encompass any and all KSAs for any portion of their workforce at any organizational level. The KSAs identify general lifecycles and specific disciplines, however, these are not meant to be all inclusive and OCOs have the authority to define requirements and award task orders that meet their specific needs so long as the preponderance of the scope falls under the definition of one or more KSA(s).

C.3.1 KEY SERVICE AREAS (KSA)

C.3.1.1 KSA 1 (CUSTOMIZED TRAINING AND DEVELOPMENT SERVICES)

This KSA covers many types of customized training and development requirements and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While training and development requirements that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request a guidance on scope from the HCaTS PMO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS.

NOTE: Whether rendered during pre-award or during an HCaTS PMO audit after award of a task order, the HCaTS CO's within scope determination is final. All requirements that are determined to be outside the scope of the HCaTS Contract shall not be included in a resultant task order. If the scope determination states that this KSA is not present, then the OCO shall not include it in the resulting task order or the Contractor in its reporting in CPRM. If the task order was already awarded, the OCO shall take all necessary corrective actions to

comply with the HCaTS CO's determination.

The scope of KSA 1 falls into two domains:

1. Customized Training Services: Includes, but is not limited to, training that is developed and/or delivered to any Federal employee to enhance knowledge, skills and abilities related to a specific title, series and/or function on any subject matter, or general knowledge, skills and abilities. Customized training services may also include, as part of training management support, such support services as course or instructional program administration. Customized training services may also include training that is developed and/or delivered to a Federal agency's constituency(ies) as a means of enabling the agency to carry out its mission, and
2. Customized Employee Development Services: Includes, but is not limited to, services provided to any Federal employee to develop and/or enhance their general, mission-specific, management and/or leadership knowledge, skills and abilities. A service that is provided to any Federal employee to coach them throughout their transition(s) in the Federal government.

Training and development services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by FAR 37.802-4(a)112 (Class Deviation RFO-2025-37) and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

The below model illustrates the overall scope of KSA 1:



C.3.1.2 KSA 2 (CUSTOMIZED HUMAN CAPITAL STRATEGY SERVICES)

This KSA covers many types of customized human capital strategy services and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While human capital strategy services that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request a guidance on scope from the HCaTS PMO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS.

NOTE: Whether rendered during pre-award or during an HCaTS PMO audit after award of a task order, the HCaTS CO's within scope determination is final. All requirements that are determined to be outside the scope of the HCaTS Contract shall not be included in a resultant task order. If the scope determination states that this KSA is not present, then the OCO shall not include it in the resulting task order or the Contractor in its reporting in CPRM. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS CO's determination. The scope of KSA 2 is inclusive of, but not limited to, a broad range of human capital and human resources services. These services may

include, as a part of talent management and human capital management, the following:

- HR strategy
- Organizational and position management
- Staff acquisition
- Performance management
- Compensation management
- HR Development
- Employee relations
- Labor relations
- Separation management

Human capital strategy services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by FAR 37.804(a)112 (Class Deviation RFO-2025-37) and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

The below model illustrates the overall scope of KSA 2:



C.3.1.3 KSA 3 (CUSTOMIZED ORGANIZATIONAL PERFORMANCE IMPROVEMENT)

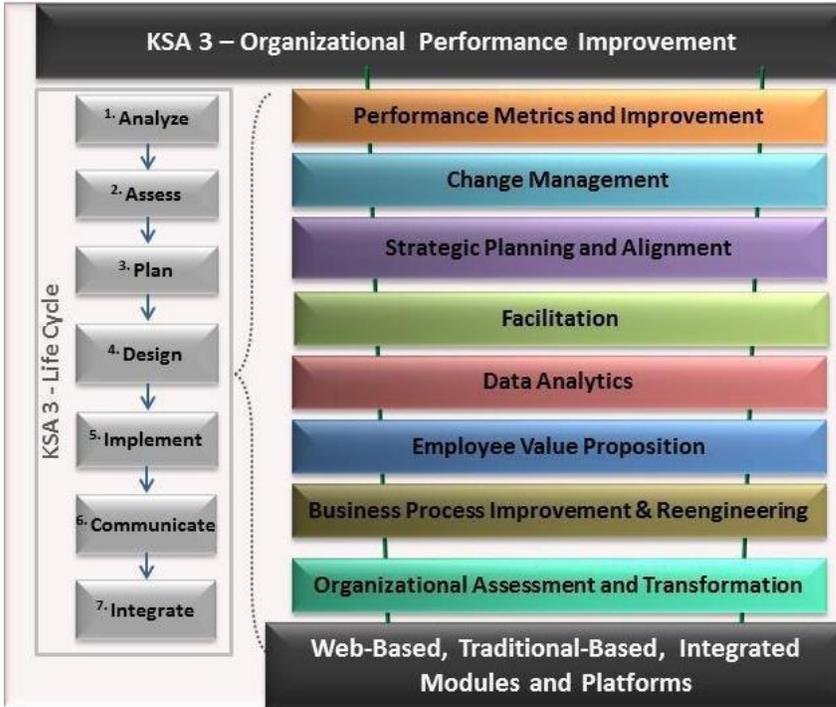
This KSA covers many types of customized organizational performance improvement services and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While organizational performance improvement services that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request guidance on scope from the HCaTS PMO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS.

NOTE: Whether rendered during pre-award or during an HCaTS PMO audit after award of a task order, the HCaTS CO's within scope determination is final. All requirements that are determined to be outside the scope of the HCaTS Contract shall not be included in a resultant Task order. If the scope determination states that this KSA is not present, then the OCO shall not include it in the resulting task order or the Contractor in its reporting in CPRM. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS CO's determination.

The scope of KSA 3 is inclusive of, but not limited to, improved performance requiring changes in how people are organized around business processes, changes to the processes themselves and the tools created to support those processes, as well as changes in management practices.

Customized organizational performance improvement services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by FAR 37.804(a)112 (Class Deviation RFO-2025-37) and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

The below model illustrates the overall scope of KSA 3:



C.3.2 ANCILLARY SUPPORT SERVICES AND OTHER DIRECT COSTS

Ancillary support services and other direct costs are for task orders that complete work or a project that is solely associated with the services procured under HCaTS. These services are integral and necessary to complete a total, customized, integrated solution under a training and development, human capital, and/or organizational performance improvement requirement within the scope of HCaTS.

Ancillary support services may include, but are not limited to, other professional and/or non-professional services; commercial and/or non-commercial items; IT services and/or components, administrative support; data entry; and, subject matter expertise. Other direct costs may include expenses such as travel, materials, equipment and/or Subcontractors. See also Section B.3.

The OCO may allow, and the Contractor may propose, a labor category or labor categories at

the task order level not identified in Attachment J.1 (Standardized Labor Categories), provided that the Contractor complies with all applicable contract clauses and labor laws, including the Service Contract Act, if applicable. See also Section B.3 and B.3.1.

C.3.3 INFORMATION TECHNOLOGY (IT) AND NON- INFORMATION TECHNOLOGY PRODUCTS AND SERVICES

Information Technology (IT), by legal definition, means any equipment, or interconnected system(s) or subsystem(s) of equipment that is used for the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by a Federal agency. For purposes of this definition, equipment is used by a Federal agency if the equipment is used by the Federal agency directly or is used by a Contractor under a task order with the Federal agency that requires its use; or to a significant extent, its use in the performance of a service or the furnishing of a product.

IT is considered an ancillary support service or product on task orders and may be performed and/or provided only when the service or product is integral and necessary to complete a total integrated solution under a professional service based requirement within the scope of HCaTS.

When providing ancillary IT services and/or products, the Contractor shall promote IT initiatives and best practices 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.

Non-IT includes any service or equipment that is acquired by a Contractor incidental to a task order or contains imbedded IT that is used as an integral part of the service or product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information.

Non-IT also includes any equipment or services related to any human capital/human

resource systems. This means any information systems operated by the Federal Government, the function, operation or use of which involves direct relation to the area of human capital or human resources. For example, a requirement to recommend strategic uses or enhancements to an existing IT system which tracks Government personnel engagement would be considered Non- IT. In this example, a Federal agency awards a task order for a Contractor to provide it with a recommendation on what to do with an existing IT system used by Government personnel to track Government personnel engagement. The task order implementing this requirement may permit the Contractor to analyze and/or test the existing IT system and any systems it interfaces with. While this work may entail primary usage of IT labor categories, it is considered Non-IT for the purposes of HCaTS as the end result is a recommendation and not the actual modifying of an existing or building a new IT system.

C.3.4 TEMPORARY SUPPORT SERVICES

Federal agencies may award task orders which include the brief or intermittent use of temporary labor provided that such use is ancillary and incidental to the work to be performed. Services furnished by temporary help firms shall not be regarded or treated as personal services. These services shall not be used in lieu of regular recruitment under civil service laws or to displace a Federal employee. Acquisition of these services shall comply with the authority, criteria, and conditions of 5 CFR Part 300, Subpart E, Use of Private Sector Temporaries, and Federal agency procedures.

As prescribed in Section B.3.2., if the temporary services fall under the Service Contract Act, OCOs shall include the appropriate clauses as prescribed in FAR 22.10 (Class Deviation RFO-2025-22).

C.3.5 SERVICES NOT IN SCOPE

At no time shall an OCO award a task order and a Contractor perform inherently governmental functions in accordance with FAR 7.5 (Class Deviation RFO-2025-07) and Office of Federal Procurement Policy (OFPP) Policy Letter 11- 01.

Unless authorized by statute, at no time shall an OCO award a task order and a Contractor perform personal services in accordance with FAR 37.2 (Class Deviation RFO-2025-37).

At no time shall an OCO award a task order and a Contractor perform architect & engineering (A&E) services as defined in FAR Section 2.101 and subject to the Brooks Architect-

Engineers Act (40 U.S.C. 1102).

At no time shall an OCO award a task order and a Contractor perform 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 22.001 (Class Deviation RFO-2025-22).

At no time shall a task order include as its primary purpose ancillary services as defined in Section C.3.2. At no time shall a task order include as its primary purpose the development of information technology as defined by FAR Section 2.101 and Section C.3.3. At no time shall a task order include as its primary purpose temporary services as defined by FAR Section 37.802-4 and Section C.3.4 (Class Deviation RFO-2025-37).

(END OF SECTION C)

PART I: THE SCHEDULE
SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

Packaging and marking of all deliverables shall conform to normal commercial packaging standards to assure safe delivery at destination. Terms, conditions, and other requirements regarding packaging and marking shall be designated by the OCO at the task order level.

(END OF SECTION D)

PART I: THE SCHEDULE
SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Inspection and Acceptance of deliverables under HCaTS contract and task orders are subject to the following clauses as applicable and additional requirements may be designated at the task order level.

FAR	TITLE	DATE
52.212-4	Contract Terms and Conditions—Commercial Items	NOV 2023 (Deviation Aug 2025)
52.212-4 Alternate I	Contract Terms and Conditions—Commercial Items	NOV 2021 (Deviation Aug 2025)
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection of Services—Fixed-Price	AUG 1996
52.246-5	Inspection of Services—Cost-Reimbursement	APR 1984
52.246-6	Inspection—Time-and-Material and Labor-Hour	MAY 2001

(END OF SECTION E)

PART I: THE SCHEDULE
SECTION F: DELIVERIES OR PERFORMANCE

F.1 DELIVERABLES

The Contractor shall deliver deliverables for its Human Capital and Training Solutions (HCaTS) contract and all task orders placed under HCaTS contracts in accordance with:

FAR	TITLE	DATE
52.247-34	F.O.B Destination	NOV 1991

Terms, conditions and other requirements regarding delivery of deliverables shall be designated by the Ordering Contracting Officer (OCO) at the task order level.

F.2 PERFORMANCE

The HCaTS contract and task orders may have Stop-Work Order placed on them or be terminated in accordance with the following clauses (as applicable).

FAR	TITLE	DATE
52.212-4(l)	Contract Terms and Conditions—Commercial Items	NOV 2023 (Deviation Aug 2025)
52.212-4(m)	Contract Terms and Conditions—Commercial Items	Nov 2023 (Deviation Aug 2025)
52.212-4(l) Alternate I	Contract Terms and Conditions—Commercial Items	NOV 2021
52.212-4(m) Alternate I	Contract Terms and Conditions—Commercial Items	NOV 2021
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alternate I	Stop-Work Order	AUG 1984

52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-6 Alternate IV	Termination (Cost-Reimbursement)	SEPT 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

F.3 PLACE OF PERFORMANCE

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

F.4 CONTRACT ORDERING PERIOD

The ordering period of HCaTS is as follows, in accordance with FAR 52.217-9 and 52.217-8:

Base Year Period of Performance (POP): Notice-To-Proceed to 25 September 2021
Five-year Option Year POP: 26 September 2021 to 25 September 2026
Six-Month Extension (if exercised) POP: 26 September 2026 to 25 March 2027

F.4.1 TASK ORDER PERIOD OF PERFORMANCE

The period of performance for each task order awarded under an HCaTS contract shall be specified in the task order. Task orders shall be solicited and awarded prior to the expiration of the HCaTS ordering period and may extend up to five years and six months after the HCaTS ordering period expires.

Task order option periods may be exercised after the HCaTS ordering period expires provided that the final task order option period does not extend the cumulative term of the

task order beyond five years and six months after the HCaTS ordering period expires.

Accordingly, the cumulative ordering period of HCaTS may span up to 10.5 years and the cumulative period of performance of all task orders placed under HCaTS may span up to 16 years.

F.5 PERFORMANCE STANDARDS

HCaTS is a performance-based contract vehicle with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with Sections F.5.1 and F.5.2.

In the event the Contract Payment Reporting Module (CPRM) is not operational, the deliverable and reporting requirements shall be provided to HCaTS CO within the stated timeframes. The HCaTS CO has the right to examine the supporting documents for the purpose of enforcing all deliverables and compliances herein.

Failure to meet the following deliverables, reports, or compliance standards, if applicable and FAR 52.204-15 (Oct 2016) (Deviation Nov 2025) may result in activation of Dormant Status (See Section H.24).

F.5.1 DELIVERABLE AND REPORTING REQUIREMENTS

SECTION	DESCRIPTION	FREQUENCY	METHOD
G.2.6	Update Key Personnel Contact Information	Within 5 calendar days of the substitution	Notify HCaTS CO
G.3.1 & G.3.2.4	Contract Access Fee (CAF) Remittance for all task order payments during the previous quarter on a cumulative basis	Quarterly (Apr 30th, Jul 30th, Oct 30th, Jan 30th)	Electronic Funds Transfer (EFT) via CPRM website
G.3.2.1 through G.3.2.5	Report of Task Order Award, Modification, Invoice, CAF, and Close-out data on a cumulative basis	Within 30 calendar days after a Task Order Award, Modification, Invoice payment, Close-out	Electronically via CPRM website

SECTION	DESCRIPTION	FREQUENCY	METHOD
G.3.3	Individual Subcontracting Reports (ISR)	Semi-annually, within 30 calendar days of each reporting period ending Mar 31st, Sep 30 th - Within 30 calendar days of contract completion	Electronically via eSRS website
G.3.3	Summary Subcontracting Reports (SSR)	Annually, within 30 calendar days after each reporting GSA Agency-wide SSRs report	Electronically via eSRS website period on Sep 30 th
G.3.5	ACORD Form, <i>Certificate of Liability Insurance</i>	Within 30 calendar days after the HCaTS Notice-to-Proceed	Notify HCaTS CO
G.3.6	Letter Request for Mod and all other applicable documents for Mergers, Acquisitions, Novation, and Change-of-Name Agreements	Within 45 calendar days of finalization	Notify HCaTS CO and OCOs for affected task orders
G.3.8	VETS 4212 reporting	Annually, no later than September 30 th of each year	Electronically via the Department of Labor (DOL) VETS 4212 reporting website and notify the HCaTS CO
G.3.9	Federal Funding Accountability and Transparency Act (FFATA) Sub-Award Report	By the end of the following month after the award of any subcontract greater than \$30,000 into FSRS	Electronically via FSRS website and notify HCaTS CO
G.3.10	Small Business Size Representation	- Within 30 days after execution of a novation agreement/merger or acquisition - Within 60 to 120 days prior to the end of the base year and exercising the option period.	Notify HCaTS CO

SECTION	DESCRIPTION	FREQUENCY	METHOD
G.4	Correspondence from OCO that confirms task order close-out	Within 45 calendar days after task order close-out	Update in CPRM and notify HCaTS CO
H.8	Any change of entity or commitment identified in any Meaningful Relationship Commitment Letter (MRCL) submitted	Within 45 calendar days after the update	Notify HCaTS CO and OCOs for affected task orders

F.5.2 COMPLIANCE

The following table contains compliances required, if applicable, for HCaTS. Task order compliances will be specified in the task order solicitation. The HCaTS PMO does not waive its right to request other compliances in order to align HCaTS with new statutory or regulatory requirements. The HCaTS PMO will provide the Contractor with at least 90 calendar days' notice of these requirements.

SECTION	REFERENCE	COMPLIANCE
G.2.6	Contractor Key Personnel	The Contractor shall maintain responsive and competent Contractor Key Personnel
G.3.1 & G.3.2.4	Contract Access Fee (CAF) Remittance	The Contractor shall submit timely and accurate CAF Payments
G.3.2.1 through G.3.2.5	Contract Payment Reporting Module (CPRM)	The Contractor shall submit timely and accurate data in the CPRM
G.3.3	Individual Subcontracting Reports (ISR)	The Contractor shall submit timely and accurate ISR subcontract reports and make good faith efforts in meeting small business goals in accordance with the Contractor's subcontracting plan

SECTION	REFERENCE	COMPLIANCE
G.3.3	Summary Subcontracting Reports (SSR)	The Contractor shall submit timely and accurate SSR subcontract reports and make good faith efforts in meeting small business goals in accordance with the Contractor's Subcontracting Plan
G.3.5	Insurance	The Contractor shall submit timely and accurate Certificate(s) of Liability Insurance and maintain adequate insurance coverage at the HCaTS contract and task order level in accordance with FAR 28.3 (Class Deviation RFO-2025-28)
G.3.6	Mergers, Acquisitions, Novation, and Change-of-Name Agreements	The Contractor shall submit timely notice of Merger and Acquisitions or contractual copies of Novation or Change-of-Name Agreements
G.3.7	Responsibility and Federal Awardee Performance and Integrity Information System (FAPIIS)	The Contractor shall maintain accurate FAPIIS information and sufficient financial resources and meet the responsibility standards and qualifications set forth in FAR 9 (Class Deviation RFO-2025-09)
G.3.8	VETS 4212 Reports	The Contractor shall report timely and accurate VETS-4212 Reports in the Department of Labor VETS-4212 website and send the report to the HCaTS CO
G.3.9	FSRS Reports	The Contractor shall report timely and accurate subaward and executive compensation data regarding First-Tier subawards in FSRS to meet the FFATA reporting requirements and send confirmation to the HCaTS CO
G.3.10	Post-Award Small Business Program Re-Representation	The Contractor shall report timely and accurately its small business program re-representation and updated sam.gov
G.4	HCaTS and Task Order Close-Out	The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical after

SECTION	REFERENCE	COMPLIANCE
		expiration, cancellation, or termination.
H.6.1	Adequate Accounting System	The Contractor maintains the adequate status of its accounting system and notify HCaTS CO for any changes
H.6.2	Acceptable Estimating System	(Optional) The Contractor maintains the acceptable status of its estimating system
H.6.3	Approved Purchasing System	(Optional) The Contractor maintains the approved status of its purchasing system
H.6.4	Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations (FPRR) and/or Audited Billing Rates	(Optional) The Contractor maintains its FPRA, FPRR, and/or Audited Billing Rates
H.6.5	Earned Value Management System (EVMS)	(Optional) The Contractor maintains its EVMS ANSI/EIA Standard-748
H.6.6	ISO 9001:2008/2015 Certification	Optional) The Contractor maintains its ISO 9001:2008/2015 Certification
H.6.7	ISO/IEC 27001:2013 Certification	(Optional) The Contractor maintains its ISO/IEC 27001:2013 Certification
H.7	Cost Accounting Standards (CAS)	The Contractor maintains CAS compliance and submits updates to the current status
H.8	Meaningful Relationship Commitment Letter (MRCL)	The Contractor shall honor the commitments contained in all MRCLs
H.9	Professional Employee Compensation Plan	The Contractor shall maintain its professional employee compensation plan and submit any updates
H.10	Uncompensated Overtime	The Contractor shall maintain their uncompensated

SECTION	REFERENCE	COMPLIANCE
	Policy	overtime policy and submit any updates
H.15	Meetings	The Contractor Key Personnel shall attend and actively participate in all meetings, including all PMR meetings
H.17	Contractor HCaTS Webpage	The Contractor shall maintain an HCaTS webpage that meets the minimum webpage requirements
H.19	Minimum Task Order Awards or Estimated Value	Starting from the date of the HCaTS Notice-to-Proceed, the Contractor shall attain a minimum of three task order awards, or a total task order estimated value of \$1.5M (total estimated value of all task orders inclusive of all options), or show a good faith effort in responding to competitive solicitations prior to the exercise of Option I under HCaTS
H.21	Ethics and Conduct	The Contractor shall adhere to the standards under Section H.21

(END OF SECTION F)

PART I: THE SCHEDULE
SECTION G: CONTRACT ADMINISTRATION DATA

G.1 BACKGROUND

This section provides roles, responsibilities, and contract administration requirements for the Human Capital and Training Solutions (HCaTS) contracts and each task order placed under HCaTS contracts. Terms and conditions and other requirements regarding contract administration may be designated by the Ordering Contracting Officer (OCO) at the task order level.

G.2 ROLES AND RESPONSIBILITIES OF KEY PERSONNEL

This section describes the roles and responsibilities of Government and Contractor personnel. The current point of contact information of Key Personnel for HCaTS will be maintained on the official HCaTS website at <http://gsa.gov/hcats>.

G.2.1 PROGRAM MANAGER (PM)

The HCaTS PM is a Government official who performs various programmatic functions for the overall success of HCaTS.

G.2.2 CONTRACTING OFFICER (CO)

The HCaTS CO is the sole and exclusive Government official with actual authority to administer and modify the terms and conditions of HCaTS contracts, monitor the Contractor's performance in the areas of contract compliance and contract administration, and assist the Contractor and OCO on matters related to the HCaTS terms and conditions. In addition, the HCaTS CO makes all final decisions pertaining to within scope determination requests. The HCaTS CO may delegate routine administrative functions to an authorized HCaTS representative.

G.2.3 OMBUDSMAN

In accordance with GSAM 516.505(b)(1) and FAR Clause 52.216-32, the GSA Task-Order and Delivery Order Ombudsman shall review and resolve complaints from contractors concerning all task and delivery order actions made by GSA. Complaints regarding task and delivery order actions of other agencies using GSA contract vehicles shall be directed to the ordering agency's Task-Order and Delivery-Order Ombudsman. For orders issued by GSA, see: <https://www.gsa.gov/policy-regulations/policy/acquisition-policy/gsa-ombudsman>. For orders issued by another ordering activity (outside of GSA), refer to their Ombudsman.

G.2.4 ORDERING CONTRACTING OFFICER (OCO)

The OCOs are the authorized user and exclusive Government official with actual authority to solicit, award, administer, and/or modify a task order under HCaTS contracts. In order to qualify as an authorized user, a duly warranted Contracting Officer of the Federal government, as defined in FAR Section 2.101, or an eligible user as prescribed in GSA Order ADM 4800.2H, Eligibility to Use GSA Sources of Supply and Services, shall attend a HCaTS Delegation of Procurement Authority (DPA) training and receive a HCaTS DPA certificate signed by HCaTS CO.

The OCO is encouraged to contact the HCaTS CO or HCaTS PM for any HCaTS-related assistance including, but not limited to, the following:

1. Training on HCaTS and ordering procedures, and
2. Task order scope compliance under HCaTS, and
3. Task order solicitation development, and
4. Assistance on disputes, claims, or protests under HCaTS, and Contractor performance under HCaTS
5. Contractor performance under HCaTS U.

The OCO's duties include, but are not limited to:

1. Requesting and receiving a DPA prior to soliciting and awarding a task order under HCaTS, and
2. Complying with the terms and conditions of HCaTS (see Section H.3), and
3. Complying with the procedures outlined in FAR 19.1 (Class Deviation RFO-2025-19), and
4. Complying with the ordering procedures outlined in FAR 16.505 (Class Deviation RFO-2025-16), and other agency- specific regulatory supplements, and
5. Issuing task order solicitations under the proper NAICS Code and corresponding HCaTS Contract Number (see Section H.4), and
6. Allowing a reasonable time for fair opportunity proposal submission, and
7. Resolving any performance issues, disputes, claims or protests at the task order level, and
8. Responding to all Freedom of Information Act (FOIA) requests at the task order level, and
9. Entering task order performance evaluation in the Contractor Performance Assessment Reporting System (CPARS) or alternative past performance assessment reporting system mandated by Federal agencies that do not require the use of CPARS, and
10. Closing out task orders in a timely manner.

G.2.5 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The HCaTS CO, and OCOs for each task order, may designate a COR(s) to perform specific administrative or technical functions.

The specific rights and responsibilities of the COR for each contract and task order shall be described in writing, with copies furnished to the Contractor as prescribed in FAR 1.404

(Class Deviation RFO-2025-01). A COR has no actual, apparent, or implied authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions.

G.2.6 CONTRACTOR KEY PERSONNEL

The Contractor shall assign a Corporate HCaTS Program Manager (CHPM) and Corporate HCaTS Contract Manager (CHCM) as Contractor Key Personnel to represent the Contractor as primary points-of- contact to resolve issues, perform administrative duties, and other functions that may arise relating to HCaTS contracts and task orders solicited and awarded under HCaTS contracts.

Additional Contractor Key Personnel requirements may be designated by the OCO at the task order level.

There are no minimum qualification requirements established for Contractor Key Personnel. Additionally, Contractor Key Personnel do not have to be full-time positions; however, the Contractor Key Personnel are expected to be fully proficient in the performance of their duties.

The Contractor Key Personnel are considered essential to HCaTS. The Contractor shall ensure that the HCaTS CO has current point-of-contact information for both the CHPM and CHCM. In the event of a change to Contractor Key Personnel, the Contractor shall notify the HCaTS CO and provide all point-of-contact information for the new Contractor Key Personnel within 5 business days of the change by completing the [HCaTS Vendor Contact Info Update Form](https://docs.google.com/forms/d/e/1FAIpQLSe8Pvpc_iIfor2HNn0cd3NveOV-_pb2tCjuPQvl-Jh_v R0Xvg/viewform).

https://docs.google.com/forms/d/e/1FAIpQLSe8Pvpc_iIfor2HNn0cd3NveOV-_pb2tCjuPQvl-Jh_v R0Xvg/viewform

All costs associated with Contractor Key Personnel duties shall be handled in accordance with the Contractor's standard accounting practices; however, no costs for Contractor Key Personnel shall be billed to the HCaTS Program Management Office (HCaTS PMO).

Failure of Contractor Key Personnel to effectively and efficiently perform their duties will be construed as conduct detrimental to contract performance and may result in activation of Dormant Status (see Sections H.24).

G.2.6.1 CORPORATE HCATS PROGRAM MANAGER (CHPM)

The Contractor's corporate management structure shall guarantee senior, high-level, program management of HCaTS, including a CHPM to represent the company in all HCaTS program- related matters.

The CHPM duties include, but are not limited to:

1. Advising and assisting current and potential HCaTS customers regarding the technical scope of HCaTS and the overall attributes of HCaTS, and
2. Promoting customer use of HCaTS, and
3. Being ultimately responsible for ensuring that all reporting information required under HCaTS is provided accurately, thoroughly and timely, and
4. Being ultimately responsible for all performance issues related to their HCaTS contract and task orders awarded under their HCaTS contract, and
5. Attending all HCaTS Program Management Review (PMR) meetings and other HCaTS meetings as scheduled.

G.2.6.2 CORPORATE HCATS CONTRACT MANAGER (CHCM)

The Contractor's corporate management structure shall guarantee senior, high-level, program management of HCaTS, including a CHCM to represent the company in all HCaTS contract- related matters.

The CHCM duties include, but are not limited to:

1. Verifying that the OCO soliciting or awarding a task order solicitation under HCaTS has an HCaTS DPA. Verification can be provided by the HCaTS CO, HCaTS PM, or duly authorized representative, and
2. Ensuring the company's task order awards under their HCaTS contract are contractually in compliance with HCaTS (see Section H.3), and
3. Ensuring all data within the Contract Payment Reporting Module (CPRM) is current, accurate, and complete (see Section G.3.2), and

4. Ensuring contract administrative functions and meeting all the performance reporting and compliance standards listed under Section F.5, are maintained, and
5. Being ultimately responsible for ensuring that all contractual agreements, including modifications, are negotiated and put in place expeditiously, and
6. Being ultimately responsible for ensuring that all task order invoicing is accurate and timely, and
7. Attending all HCaTS Program Management Review (PMR) meetings and other HCaTS meetings as scheduled.

G.3 CONTRACTOR ADMINISTRATION REQUIREMENTS

The following sections describe the administration requirements for HCaTS contracts and task orders awarded under HCaTS contracts. The CHCM shall be the primary point-of-contact for these requirements.

Failure to meet administrative requirements may result in activation of Dormant Status (see Sections H.24).

G.3.1 CONTRACT ACCESS FEE (CAF)

As of 1 August 2018, the CAF rate for HCaTS Task Orders is 0.75% fixed-fee. Visit HCaTS website (www.gsa.gov/hcats) for CAF updates and exceptions or agency specific CAF rate agreement, if any.

NOTE: For task orders awarded before 1 August 2018, the CAF rate remains 2% fixed fee; however, the OCOs must change the CAF from 2% to 0.75% at the time of the next option year that will be exercised on or after 1 August 2018. If the task order will not be exercised on or after 1 August 2018, the CAF remains as 2% until the completion of the current period of performance.

The OCOs and Contractors must use the following criteria for CAF:

1. CAF remittance calculated as: Total Paid Invoice (minus the CAF CLIN) multiplied

- by the CAF Percentage.
2. The task order solicitations shall have a separate and distinct CLIN for CAF for the base year and each option period. In response to all task order solicitations, regardless of contract type, the Contractor shall always propose a CAF rate based on the total fixed-price or total estimated costs, including options.
 3. If the customer organization has a CAF Memorandum of Understanding (CAF MOU) agreement in place with the HCaTS PMO, the CAF rate on the MOU must be used.

NOTE: See Section G.3.2.4 for CAF remittance instructions.

G.3.2 CONTRACT PAYMENT REPORTING MODULE (CPRM)

The specific system for all task order award, modification, invoice, and CAF payment data will be electronically reported through the CPRM located within GSA's Enterprise Data Warehouse (EDW).

G.3.2.1 TASK ORDER AWARD DATA

The Contractor shall report all task order award data within 30 calendar days of award into the CPRM; at the minimum all task order award data shall include the following:

1. HCaTS Contract Number
2. Task Order Number (not the Solicitation Number)
3. Task Order Description
4. Functional Area (Pool 1 or Pool 2)
5. Predominant Order NAICS Code
6. Predominant Contract Type
7. Issued using GSA Assisted services (Yes or No)
8. Initial Period of Performance (Base Year period of performance)
9. Estimated Completion Date (end date after all option years exercised)
10. Award Date
11. Initial Obligated/Funded Amount (obligated amount for the base year)
12. Total Obligated/Funded Amount (total obligated dollar amount)
13. Total Estimated Value (total contract value including all option years)
14. Ordering Contracting Officer (Name and Email Address of OCO that signed the TO award)

15. Issuing Agency
16. Issuing Bureau
17. Receiving Agency (the customer)
18. Receiving Bureau
19. Location
20. Place of Performance (enter the primary place of performance)
21. Attachment (attach an electronic copy of the complete task order Award documents that includes Statement of Work (SOW)/Statement of Objectives (SOO), or Performance Work Statement (PWS))
22. Add Line Item (enter the information for each Contract Line Item Numbers (CLINs) of the task order. If the task order does not have a CLIN, input CLIN Number 9999 as a single CLIN for all billing)
23. Based on the contract type, enter the additional information stated in Section G.3.2.1.1, G.3.2.1.2, or G.3.2.1.3.

G.3.2.1.1 FIXED PRICE AWARD DATA

In addition to the data required under Section G.3.2.1, all Fixed Price award data shall also include:

1. Initial obligated/funded amount, and
2. Total Firm-Fixed Price, including the base and all option periods by CLIN Number, and
3. Initial Maximum Incentive or Award Fee, if applicable.

G.3.2.1.2 COST REIMBURSEMENT AWARD DATA

In addition to the data required under Section G.3.2.1, all Cost Reimbursement award data shall also include:

1. Initial obligated/funded amount, and
2. Total estimated cost, including the base and all option periods by CLIN Number, and Fixed Fee, if applicable, and
3. Initial Incentive or Award Fee, if applicable.

G.3.2.1.3 TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H) AWARD DATA

In addition to the data required under Section G.3.2.1, all T&M and L-H award data shall also include:

1. Initial obligated/funded amount, and
2. Total task order ceiling, including the base and all option periods by CLIN Number, and
3. Awarded labor categories and Standard Occupational Classification (SOC) numbers, and
4. The loaded hourly labor rate and hours by each corresponding HCaTS labor category, for the base and all option periods, and
5. The loaded hourly labor rate and hours by each Specialized Professional Services Labor, Service Contract Act Labor, or OCONUS Labor, including a title and description of the labor category, if applicable, for the base and all option periods.

G.3.2.2 TASK ORDER MODIFICATION DATA

The Contractor shall report all task order modification data within 30 calendar days of receiving a signed copy of the modification, excluding modifications issued through GSA's EDW. Modification data issued through GSA's EDW will automatically populate into the CPRM.

Modification data shall include:

1. HCaTS Contract Number, and
2. Task Order Number (not the Solicitation Number), and
3. Modification Number, and
4. Modification Description (e.g., Incremental Funding, Exercise Option, Change Order), and
5. OCO Point of Contact (Name, Phone Number, Email Address), and
6. Modification Ordering Period (do not change the initial start date of the task order), and
7. Modification Date, and
8. Modification obligated/funded amount allocated to the applicable CLINs, and
9. An electronic copy of the complete modification awarded by an OCO.

G.3.2.3 INVOICE DATA

The Contractor shall report invoice data from each paid invoice within 30 calendar days after

the end of the reporting quarter, including the invoice data on task orders issued through GSA’s EDW. If no invoice data was received during a required reporting period for a specific task order, the Contractor shall report in the “Zero Invoice Data” screen located in the CPRM system for that particular task order.

NOTE: If a contractor does not receive any Task Orders throughout the contract ordering period and fails to report “Zero Invoice Data” in CPRM, and any subsequent documents requested by GSA pursuant to contract closeout, the minimum dollar guarantee payment may be delayed or withheld at the time of closeout. (see Section B.1.7)

Regardless of contract type, the Contractor shall report the following:

1. HCaTS Contract Number, and
2. Task Order Number (not the Solicitation Number), and
3. Contractor Invoice Number, and
4. Date Invoice Paid, and
5. Amount of invoice that was subcontracted, and
6. Amount of invoice that was subcontracted to a small business, and
7. For each contract type, the Contractor shall report as follows:
 - a. Fixed Price task orders: Total Amount Paid (Lump Sum) by CLIN, and
 - b. T&M or L-H type task orders: Total Amount Paid (Lump Sum) by CLIN, and
 - c. Cost-Reimbursement task orders: Labor Categories, SOC Number, and Direct Labor Rate for each Task Order Labor Category.

G.3.2.4 CONTRACT ACCESS FEE (CAF) PAYMENT DATA

The Contractor shall remit the CAF in U.S. dollars to the HCaTS PMO within 30 calendar days after the end of each calendar quarter for all invoice payments received during that calendar quarter as follows:

CALENDAR QUARTERS	CAF DUE DATE
1 st Quarter (January 1-March 31)	April 30 th
2 nd Quarter (April 1-June 30)	July 30 th
3 rd Quarter (July 1-September 30)	October 30 th
4 th Quarter (October 1-December 31)	January 30 th

Where the CAF for multiple invoice payments (on one or more task orders) is due, the

Contractor may consolidate the CAF owed into one payment, including the consolidation of the CAF across all awarded Pools.

Failure to remit the full amount of the CAF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR 32.6 (Class Deviation RFO-2025-32). In addition, the Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or off-setting payments and interest on the debt.

The Contractor's failure to accurately and timely remit the CAF is sufficient cause for the HCaTS PMO to place the contractor in Dormant Status (see Section H.24).

CAF Payment Data shall include:

1. Trace Number, and
2. Total Remitted Amount, and
3. Remit Date, and
4. Amount applied to each Task Order Number (for the reported payment). Contractors are encouraged to submit CAF payments via <https://pay.gov/public/home>.

G.3.2.5 CLOSEOUT DATA AND EXPIRED ORDER VALIDATION

Once the period of performance for a task order has ended, the Contractor shall submit task order close-out data and complete the Expired Order Data Validation in CPRM within 30 calendar days after the end of the reporting quarter during which the task order expired. This shall be accomplished for each and every task order. This shall include a review of the following items on the Order Data page of CPRM:

1. Are the Period of Performance Start and End Dates accurate?
2. Is the Total Obligated/Funded Amount accurate?
3. Have all task order modifications been accurately and completely reported and a copy attached in CPRM?
4. Has all subcontracting data been accurately and completely reported?
5. Has all Invoice Data been accurately and completely reported?
6. Have all Contract Access Fee (CAF) payments been accurately and completely reported?
Also, are all associated payments remitted and reconciled? If there is CAF due, please remit it using pay.gov in CPRM.

7. Does the total of all CAF Payments Remitted match the Total Estimated CAF Amount?

If the Total Obligated Amount and the Total Invoiced Amount are not the same, please contact the task order CO/agency to obtain additional modifications to resolve the difference before proceeding with the Expired Order Data Validation. If the difference cannot be resolved, provide the reason for the difference in your validation remarks. For example, if obligations exceed the invoiced amount on your order, but the project is complete and no further invoicing will be submitted, provide validation reason and upload your last invoice marked Final and/or a Release of Claims to support your claim. If needed, contact the HCaTS PMO using the HCaTS CPRM mailbox, hcatscprm@gsa.gov, for guidance.

G.3.3 SUBCONTRACTING PLAN

A small business concern, as defined in FAR Section 2.101, is not required to have a subcontracting plan. For other than small business concerns, the Offeror shall have a subcontracting plan.

The Contractor shall comply with the Contractor's Subcontracting Plan, incorporated into the HCaTS contract by reference, to ensure that small businesses (SB), Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), HUBZone Small Businesses (HUBZone SB), Veteran- Owned Small Businesses (VOSB), and Service-Disabled Veteran- Owned Small Businesses (SDVOSB), are provided the maximum practicable opportunity to participate as Subcontractors.

As stated in 15 U.S.C. 637(d)(9), any Contractor or Subcontractor failing to comply in good faith with the requirements of the Subcontracting Plan is in material breach of its contract. Further, 15 U.S.C. 637(d)(4)(F) directs that a Contractor's failure to make a good faith effort to comply with the requirements of the Subcontracting Plan may result in the imposition of liquidated damages.

The HCaTS PMO requires use of the electronic Subcontracting Reporting System (eSRS) modules as the secure, confidential, information management tool to evaluate subcontracting goal performance for HCaTS contracts. The Contractor retains responsibility for Subcontractor's performance and shall be accountable for their performance. The Contractor agrees to ensure that a Subcontractor agrees to the same restrictions, terms and conditions that apply in the HCaTS contract and implements reasonable safeguards to protect Government-furnished property and information.

The Subcontracting Plan covers the HCaTS program as a whole; however, the Contractor shall submit Individual Subcontract Reports (ISR) for Individual Subcontracting Plans, if applicable, and Summary Subcontract Reports (SSR) per HCaTS contract using the web-based eSRS at <http://www.esrs.gov>.

Affiliates of the Contractor or Subcontractor are not included in these reports. Subcontract award data reported by Contractors and Subcontractors shall be limited to awards made to their immediate next-tier Subcontractors.

Contractors are required to adhere to their subcontracting plan, incorporated into the contract by reference. When a Contractor does not meet any one or more of their subcontracting goals for a given reporting period, the Contractor shall explain, in writing, the rationale for not meeting the goals in the comments section of the ISR/SSR.

NOTE: If a Contractor represented that it was a small business concern prior to award and its size status subsequently changes to other than small business concern based on re-representation as prescribed in FAR 52.219-28 (Jan 2025) (Deviation Nov 2025), the Contractor shall submit to the HCaTS CO its subcontracting plan for review in accordance with FAR 52.219-9 (Jan 2025) (Deviation Nov 2025). The subcontracting plan shall be incorporated in the contract.

G.3.4 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

Past performance information is relevant information, for future source selection purposes, regarding a Contractor's actions under previously awarded contracts. It includes, for example, the Contractor's record of conforming to contract requirements and to standards of good workmanship, record of forecasting and controlling costs, adherence to contract schedules, including the administrative aspects of performance, history of reasonable and cooperative behavior and commitment to customer satisfaction, reporting into required databases, record of integrity and business ethics, and business-like concern for the interest of the customer.

The HCaTS PMO requires use of the CPARS modules as the secure, confidential, information management tool to facilitate the performance evaluation process for both HCaTS contracts and task orders awarded under HCaTS contracts. However, if a Federal agency requires an alternative past performance assessment reporting system for a specific

task order(s) other than CPARS, the alternative reporting system takes precedence over CPARS.

The CHCM shall serve as a primary point-of-contact, who will be authorized access to the evaluation for review and comment for HCaTS contracts and task orders awarded under HCaTS contracts. The CHCM shall respond promptly to past performance evaluations as documented by the OCO at the task order level and the HCaTS CO for HCaTS.

In addition, the CHCM shall be required to identify an alternate contact that will be responsible for notifying the HCaTS CO in the event the primary contact is unavailable to process evaluations within the required 30-day time frame.

G.3.4.1 HCATS CONTRACTOR SELF ASSESSMENT

The HCaTS PMO will provide a standardized HCaTS Vendor Report Card (<https://forms.gle/7451j91pCFykUpho6>) to the Contractor for submitting the self-assessment.

The self-assessment report is due December 15th for the preceding reporting period, and all the HCaTS vendors will receive an annual notification. The purpose of the self-assessment is to support the HCaTS Contracting Officer in monitoring Contractor's performance standards and compliances outlined in Section F.5 of this contract. Self-assessments will be used to resolve any performance or compliance weaknesses, if necessary.

G.3.4.2 TASK ORDER CPARS

The HCaTS CO does not administer or evaluate task order performance. It is the sole responsibility of OCOs to evaluate each task order exceeding the micro-purchase threshold under HCaTS using the process and criteria in CPARS or an alternative past performance assessment reporting system. OCOs shall use CPARS for task orders awarded under HCaTS unless otherwise mandated by their Federal agency to utilize past performance systems other than CPARS. At a minimum, the OCO shall be responsible for evaluating final Contractor performance upon task order completion.

G.3.5 INSURANCE

The insurance coverage specified in FAR 28.3 (Class Deviation RFO-2025-28) is the

minimum insurance requirement for HCaTS. Insurance coverage applies to the HCaTS Program as a whole (i.e., this requirement is cumulative across all Pools the Contractor has been awarded an HCaTS contract under). The OCO may require additional insurance coverage or higher limits specific to a task order awarded under an HCaTS contract.

G.3.6 MERGERS, ACQUISITIONS, NOVATIONS AND CHANGE-OF-NAME AGREEMENTS

If a Contractor merges, is acquired or recognizes a successor in interest to Government contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes novation agreements and change-of-name agreements by a CO other than the HCaTS CO, the Contractor shall notify the HCaTS CO and provide a copy of the novation or other agreement that changes the status of the Contractor. This notification, if applicable, applies once, sent to the HCaTS CO, and not for each HCaTS contract.

G.3.7 RESPONSIBILITY AND FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIIS)

The Contractor shall maintain sufficient resources and meet the responsibility standards and Contractor qualifications set forth in FAR 9 (Class Deviation RFO-2025-09) to continue performance under HCaTS.

Subject to FAR 52.209-9, the Contractor shall update the information in FAPIIS on a semi-annual basis, throughout the term of HCaTS.

G.3.8 VETS-4212 REPORTS

Subject to FAR 22.1302-1 – Applicability, (Class Deviation RFO-2025-22), FAR 52.222-37 - Employment Reports on Veterans (Jun 2020) (Deviation Nov 2025), the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), Contractors and Subcontractors shall report annually to the Department of Labor the number of employees in their workforces, by job category and hiring location, who are qualified covered veterans. VEVRAA also requires

Contractors and Subcontractors to report the number of new hires during the reporting period who are qualified covered veterans.

Contractors shall submit a VETS-4212 report annually to the DOL VETS-4212 website and provide confirmation to the HCaTS CO, even if the Contractor has no covered veterans or new employees to report during the reporting period. Unpopulated 8(a) joint ventures shall submit a VETS-4212 report for each member/partner of the joint venture as noted above. This report applies to the HCaTS program as a whole, and covers all vehicles and pools under which the Contractor holds contracts.

G.3.9 FSRs REPORTS

Subject to FAR 52.204-10 (Jun 2020) (Deviation Nov 2025), Contractors are required to file a Federal Funding Accountability and Transparency Act (FFATA) Subaward Report by the end of the month following the month in which the Prime Contractor awards any subcontract with a value of \$30,000 or more, into the FFATA Subaward Reporting System (FSRS). This report applies for each HCaTS contract.

G.3.10 POST AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION

Subject to FAR 52.219-28 (Jan 2025) (Deviation Nov 2025), if a Contractor represented that it was a small business concern prior to award the Contractor shall re-represent its size status upon the occurrence of any of the following:

1. Within 30 days after execution of a novation agreement, or
2. Within 30 days after a merger or acquisition that does not require a novation, or
3. Within 60 to 120 days prior to the end of the fifth year and exercising the option thereafter.

The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) codes assigned to this contract (see Section H.4).

If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by this section.

The Contractor shall make the representation by validating or updating all its representations in the Representations and Certifications section of the System for Award

Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the HCaTS CO in writing within the timeframes prescribed above that the data have been validated or updated, and provide the date of the validation or update.

G.3.11 Industry operations analysts (IOAs)

The HCaTS PMO may designate IOAs for HCaTS contracts and task orders. The IOA is a GSA Government official who assesses Contractor records and conducts Contractor Assistance Visits (CAVs) to the Contractor's place of business to assist the Contractor with task order reporting, Contract Access Fee (CAF) management, and other general contract administration functions deemed necessary by the Government.

G.4 HCATS AND TASK ORDER CLOSEOUTS

HCaTS will be closed out upon the close-out of all task orders awarded under HCaTS contracts and all CAF fees submitted.

The OCO is responsible for closing out their task orders under HCaTS. Task order closeout will be accomplished within the procedures set forth in FAR 4 (Class Deviation RFO-2025-04) and FAR 42 (Class Deviation RFO-2025-42), and other agency-specific regulatory supplements.

For cost reimbursement and time-and-material task orders, the OCO is encouraged to utilize FAR 42.507 (Class Deviation RFO-2025-42) to the maximum extent practicable. The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical. The Contractor shall report all task order close outs in the CPRM (see Section G.3.2.5).

G.5 OPTION DETERMINATION

After the initial ordering period, in recognition of exceptional contract and task order performance the HCaTS PMO may exercise a five-year option period in accordance with FAR 52.217-9; if necessary, the ordering period will be extended for additional six months in accordance with FAR 52.217-8.

(END OF SECTION G)

**PART I: THE SCHEDULE
SECTION H: SPECIAL CONTRACT REQUIREMENTS**

H.1 RESERVED

H.2 OBSERVANCE OF FEDERAL HOLIDAYS

The Contractor shall observe Federal holidays and other days identified in this section unless otherwise indicated in individual task orders. The Government observes the following days as holidays:

1. New Year's Day
2. Birthday of Martin Luther King, Jr.
3. Washington's Birthday
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Christmas Day

In addition to the days designated as holidays, the Federal government may also observe any day designated by Federal Statute, Executive Order or Presidential Proclamation.

H.3 ORDERING PROCEDURES

All task orders under HCaTS contracts shall:

1. Be solicited and awarded by an OCO with a Delegation of Procurement Authority (DPA) (see Section G.2.4), and
2. Be within the scope of Section C and all other terms and conditions of the HCaTS contract,

- and
3. Identify the HCaTS labor categories and Standard Occupational Classifications (see Section B.2.1 and Attachment J.1 {Standardized Labor Categories}), and
 4. Be solicited and awarded under the proper NAICS Code and corresponding Contract Number (see Section H.4), and
 5. Identify the proper Product Service Code (see Section H.5), and
 6. Comply with the ordering procedures in FAR 16.505 (Class Deviation RFO-2025-16) and other applicable agency- specific regulatory supplements.

The OCO shall tailor all optional clauses, provisions, and other applicable terms and conditions specific to the task order solicitation and award. The OCO is also encouraged to take into consideration the current version of the Human Capital Assessment and Accountability Framework (HCAAF) when defining the scope of their task order.

All costs associated with the preparation, presentation, and discussion of the Contractor's proposal in response to a task order solicitation will be at the Contractor's sole and exclusive expense and each task order will be funded by the ordering agency at the task order level.

H.4 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) HCATS NAICS CODES

HCaTS is comprised of two separate Government-Wide Multiple Award, Indefinite Delivery, Indefinite Quantity (MA-IDIQ) task order contracts that span eight NAICS Codes.

NAICS Codes are grouped into two separate Pools based on two separate small business size standards (\$12M and \$16.5M). Each Pool will have multiple IDIQ task order contract under it. All NAICS codes within a given Pool can be used to represent the predominant NAICS Code for any given task order solicited and awarded under an HCaTS contract.

NAICS Codes and small business size standards are periodically updated and revised by the SBA. If the SBA revises a HCaTS contracts' NAICS Code and small business size standard, the HCaTS CO may update the contracts to reflect the updated NAICS Code and small business size standard.

Due to Federal Procurement Data System-Next Generation (FPDS-NG) system limitation, only one NAICS Code can be assigned to a contract in FPDS-NG reports; the predominant NAICS Codes will be used for the task orders' FPDS-NG reports.

The table below identifies the HCaTS Pool 1 Pool 2 NAICS Code assignments. The predominant NAICS Code is shown in bold underline:

POOL 1: \$12M SMALL BUSINESS SIZE STANDARD	
NAICS CODE	NAICS TITLE
<u>611430</u>	<u>Professional and Management Development Training</u>
611699	All Other Miscellaneous Schools and Instruction
624310	Vocational Rehabilitation Services
POOL 2: \$16.5M SMALL BUSINESS SIZE STANDARD	
NAICS CODE	NAICS TITLE
541611	Administrative Management and General Management Consulting Services
<u>541612</u>	<u>Human Resources Consulting Services</u>
541613	Marketing Consulting Services
541618	Other Management Consulting Services
611710	Educational Support Services

NOTE: Definitions for each NAICS Title can be found at <http://www.census.gov/cgi-bin/sssd/naics/naicsrch>

H.4.1 PREDOMINANT TASK ORDER NAICS CODE DETERMINATION

The OCO is responsible for determining which predominant NAICS Code applies to a task order solicitation. The NAICS Code selected determines the corresponding Pool in accordance with Section H.4.2. Each Pool will have a list of eligible Contractors that qualify to receive solicitations and task order awards. Ordering procedures in FAR 16.506 (Class Deviation RFO-2025-16) apply. If the solicitation could be classified in two or more NAICS Codes with different size standards, the OCO shall apply the NAICS Code for the industry accounting for the greatest percentage of anticipated task order dollar value.

H.5 PRODUCT SERVICE CODE (PSC)

The PSC represents what products, services, and/or research and development (R&D) was purchased by the Federal government for each task order award reported in FPDS-NG.

The scope of HCaTS spans across many PSCs; however, the predominant PSC selected must be based on the predominant service that is being purchased.

The Contract Payment Reporting Module (CPRM) reporting system facilitates compliance with proper PSC reporting for all Federal agencies, including DoD's taxonomy for the acquisition of services that maps PSCs into six separate Portfolio Groups, such as: Knowledge Based Services; Facility Related Services; Transportation Services; Medical Services, Electronics & Communication Services; and, Equipment Related Services.

The OCO shall identify the PSC in the task order solicitation and report the PSC in FPDS-NG. The Contractor shall enter the PSC in the CPRM for each task order award.

H.6 ACCREDITATIONS

All accreditations are optional; however, Contractors are encouraged to acquire these accreditations.

H.6.1 ADEQUATE ACCOUNTING SYSTEM

An adequate accounting system is a system that is approved by the HCaTS CO, in consultation with the Defense Contract Audit Agency (DCAA) or a Cognizant Federal Agency (CFA) and provides for the proper segregation, identification, accumulation, and allocation of direct and indirect costs for government procurements.

At the Contractor's request, the HCaTS CO make the adequacy determination on the Contractor's accounting system; if approved by HCaTS CO, the Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its adequate accounting system and provide the reasons for the change and copies of audit reports, as applicable. Only those Contractors that maintain an adequate accounting system, as approved by the HCaTS CO, shall be eligible for cost reimbursable task order awards.

At the task order level, the OCO has the authority for the determination of cost or price fair and reasonableness. The OCO may make the adequacy determination or require the Contractor to maintain an acceptable accounting system that will permit timely development of all necessary cost data in the form required by the proposed contract type.

H.6.2 ACCEPTABLE ESTIMATING SYSTEM

An acceptable estimating system is a system that has been audited by the Defense Contract Management Agency (DCMA) or any Cognizant Federal Agency (CFA), and meets the requirements specifies in 48 CFR 252.215-7002 (Cost Estimating System Requirements).

An acceptable estimating system is not mandatory; however, Contractors are encouraged to maintain an acceptable estimating system for the entire ordering period of their HCaTS contract.

H.6.3 APPROVED PURCHASING SYSTEM

An approved purchasing system means the Contractor's purchasing system has been audited under Contractor Purchasing System Review (CPSR) in accordance with FAR 44.3 (Class Deviation RFO-2025-44) (Contractors Purchasing Systems Reviews).

An approved purchasing system is not mandatory; however, Contractors are encouraged to maintain an approved purchasing system for the entire ordering period of its HCaTS contract.

H.6.4 FORWARD PRICING RATE AGREEMENTS (FPRA), FORWARD PRICING RATE RECOMMENDATIONS (FPRR), AND AUDITED BILLING RATES

An FPRA, FPRR and Audited Billing Rates are not mandatory; however, Contractors are encouraged to have them audited by DCAA, DCMA or any other CFA for the entire ordering period of their HCaTS contract (IAW FAR 42.1 (Class Deviation RFO-2025-42)).

For Time-and-Material, Labor-Hour, and Cost Reimbursement (all types) task orders

solicited and awarded under HCaTS contracts, Contractors are encouraged to execute an FPRA and/or audited billing rates to the maximum extent practicable. Contractors may use FPRRs when an FPRA has not been negotiated.

H.6.5 EARNED VALUE MANAGEMENT SYSTEM (EVMS)

An EVMS, as defined in FAR Part 2.101 (Class Deviation RFO-2025-2), is not mandatory; however, Contractors are encouraged to have an EVMS during the entire ordering period of their HCaTS contract.

H.6.6 INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO) 9001:2008/2015 CERTIFICATION

The ISO 9001:2008/2015 Certification specifies requirements for a quality management system to demonstrate the Contractor's ability to consistently meet the customers' requirements as well as statutory and regulatory requirements.

The ISO 9001:2008/2015 Certification is not mandatory; however, Contractors are encouraged to maintain the certification during the entire ordering period of their HCaTS contract.

H.6.7 INTERNATIONAL ORGANIZATION OF STANDARDIZATION/INTERNATIONAL ELECTROTECHNICAL COMMISSION (ISO/IEC) 27001:2013 CERTIFICATION

The ISO/IEC 27001:2013 Certification specifies the requirements for establishing, implementing, maintaining and continually improving an information security management system within the context of the organization. It also includes requirements for the assessment and treatment of information security risks tailored to the needs of the organization.

An ISO/IEC 27001:2013 Certification is not mandatory; however, Contractors are encouraged to have ISO/IEC 27001:2013 Certification during the entire ordering period of their HCaTS contract.

H.7 COST ACCOUNTING STANDARDS (CAS)

The CAS are a set of 19 standards and rules promulgated by the Government for use in determining costs on procurements and for Contractors to disclose in writing and follow consistently their cost accounting practices.

The Contractor and its Subcontractors may be subject to "full" CAS coverage which requires all 19 standards, "modified" CAS coverage which requires Standards 401, 402, 405, and 406, or be "exempt" from CAS coverage under 48 CFR 9903.201-1 and 48 CFR 9903.201-2. Also, a Contractor under "full" coverage is not subject to a standard where it does not apply.

When a Contractor is subject to CAS, the Contractor shall comply with CAS coverage for task orders awarded under its HCaTS contract.

When a Contractor is subject to CAS, the Contractor shall maintain CAS compliance by DCAA or any other CFA other than DCAA for the entire ordering period of its HCaTS contract. The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes to its CAS Disclosure Statements, Administration of CAS, or Cost Accounting Practice Changes, and provide the reason(s) for the change and copies of audit reports, as applicable.

CAS does not apply to task orders and subcontracts for the acquisition of commercial items under FAR 12 (Class Deviation RFO-2025-12) or when task orders and subcontracts are firm-fixed-price or fixed-price with economic price adjustment provided that the price adjustment is not based on actual costs incurred.

H.8 MEANINGFUL RELATIONSHIP COMMITMENT LETTERS (MRCL)

If applicable, an MRCL establishes the relationship and commitments of performance for Contractors who share accreditations from other affiliates, divisions, or subsidiaries within a Contractor's internal corporate structure.

If applicable, the Contractor shall maintain and honor each MRCL for the entire ordering period of its HCaTS contract. The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its internal corporate relationships or commitments and provide the reason(s) for the change.

If applicable, the Contractor's MRCLs are incorporated by reference into the HCaTS contract and the HCaTS PMO will provide MRCLs to the OCO upon request.

H.9 PROFESSIONAL EMPLOYEE COMPENSATION PLAN

The Government is concerned with the quality and stability of the workforce to be employed on an HCaTS contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may impair the Contractor's ability to attract and retain competent professional service employees or may be viewed as evidence of failure to comprehend the complexity of future task order requirements.

The Contractor's professional employee compensation plan is incorporated by reference and made a part of the HCaTS contract.

The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of their professional employee compensation plan and provide the reason(s) for the change and copies of the new professional employee compensation plan, as applicable.

H.10 UNCOMPENSATED OVERTIME POLICY

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal workweek for purposes of computing uncompensated overtime hours.

Task Orders may be subject to FAR 52.237-10 when services to be required are on the basis of the number of hours to be provided; therefore, the labor rate charged to the Government shall be adjusted accordingly for the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act.

The Contractor's uncompensated overtime policy is incorporated by reference and made a part of the HCaTS contract.

The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its uncompensated overtime policy and provide the reason(s) for the change and copies of the new uncompensated overtime policy, as applicable.

H.11 SECURITY CLEARANCE REQUIREMENTS

The OCO shall tailor security requirements (both facility and employee), clauses, provisions, and other applicable terms and conditions specific to each task order's solicitation and award.

Only those Contractors that meet the required security clearance levels on individual task order solicitations are eligible to compete for such task orders.

In general, all necessary facility and employee security clearances shall be at the expense of the Contractor. In some cases, Government offices that conduct background investigations do not have a means for accepting direct compensation from Contractors and instead charge Federal agencies for the background investigations. In these cases, the Contractor shall be flexible in establishing ways of reimbursing the Government for these expenses. The individual task order shall specify the terms and conditions for reimbursement, if any, for obtaining security clearances. The Contractor shall comply with all security requirements in task orders awarded under its HCaTS contract.

H.11.1 FACILITY CLEARANCE LEVEL (FCL)

An FCL is when a Contractor's facility is eligible for access to classified information at the Confidential, Secret, or Top Secret level. The FCL includes the execution of a Department of Defense (DoD) Security Agreement (DD Form 441 and DD Form 441-1) and Certificate Pertaining to Foreign Interests (SF 328).

Under the terms of an FCL agreement, the Government agrees to issue the FCL and inform the Contractor as to the security classification of information to which the Contractor will have access. The Contractor, in turn, agrees to abide by the security requirements set forth in the National Industrial Security Program Operating Manual, commonly referred to as the NISPOM.

There are no mandatory levels of facility security clearance for Contractors under their

HCaTS contracts; however, task orders may require an FCL at any level.

H.11.2 EMPLOYEE SECURITY CLEARANCE

Security clearances for Contractor employees, including Subcontractor employees, may require Confidential, Secret, Top Secret, Agency-Specific Clearances, and/or Special Background Investigations for Sensitive Compartmented Information or Special Access Programs. In such cases, the Contractor, at its own expense, is responsible for providing and maintaining personnel with the appropriate security clearances to ensure compliance with Government security regulations, as specified in the individual task order.

The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employees' trustworthiness and suitability for the position. Task orders containing classified work may also include a Contract Security Classification Specification, (i.e., DD Form 254 or civilian agency equivalent).

The Government has full and complete control over granting, denying, withholding or terminating security clearances for employees. The granting of a clearance shall not prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

H.11.3 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE 12 (HSPD-12)

When a Contractor or their Subcontractors are required to have physical access to a Federally- controlled facility or access to a Federal information system, the Contractor shall comply with agency personal identity verification procedures in task orders that implement HSPD-12.

H.12 PROPRIETARY SOLUTIONS

Contractors are discouraged from proposing proprietary solutions in response to HCaTS task order requirements that necessitate the Contractor's proprietary process, system, maintenance, and/or solution that would prevent competition at a future point or require sustained and non- competitive support.

If a proprietary solution is proposed by a Contractor for a given task order requirement, the Contractor shall mark its proposal accordingly and make it clear to the OCO all limitations

and costs associated with the solution.

H.13 PARTNERING

The HCaTS PMO intends to encourage the foundation of a cohesive partnership between the HCaTS Contractors, HCaTS PMO, and Federal agency customers to identify and achieve reciprocal goals, with effective and efficient customer-focused service, in accordance with the terms and conditions of HCaTS.

Failure to attend meetings, maintain an HCaTS webpage, or otherwise not comply with this section may result in activation of Dormant Status (see Sections H.24).

H.14 MEETINGS

From time to time, the Government may require Contractor attendance, including the attendance of Contractor Key Personnel, to meetings at various locations.

Meetings may be virtual, in-person at a Government facility, a commercial conference center, or a mutually agreed upon Contractor facility on a rotational basis, as determined by the Government. Follow-up meetings may be held periodically throughout the term of HCaTS in order to assess performance against the goals and to reinforce partnering principles.

The HCaTS PMO may require up to four HCaTS Program Management Review (PMR) meetings per year. The goal of the PMR meetings are to provide a platform for Contractors, HCaTS PMO, and other agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing GSA and Government-wide initiatives, and address HCaTS fundamentals. Any Contractor costs associated to PMR meetings shall be at no direct cost to the Government.

H.15 HCATS PMO WEBSITE

The HCaTS PMO will establish an HCaTS PMO website for the purposes of informing our customers, stakeholders, and the general public of the attributes and procedures of HCaTS and HCaTS SB.

The HCaTS PMO website will include, but not be limited to, the following:

1. General overview of the attributes of HCaTS and HCaTS SB, and
2. The HCaTS and HCaTS SB conformed contracts (Sections A through K), and
3. Government points-of-contacts (POCs) information (names, titles, phone numbers, and email addresses), and
4. Contractor Key Personnel POC information (names, titles, phone numbers, and email addresses), and
5. List of contract numbers, company names by Pool and MA-IDIQ task order contracts, and direct POC for issuing task order solicitations by an OCO, and
6. Delegation of Procurement Authority (DPA) process for the OCO, and
7. HCaTS and HCaTS SB training and ordering guides, and
8. Sample procurement templates for the OCO, and
9. Scope review process for the OCO, and
10. Statistical information by Federal agency and Contractor, and
11. Links to other mandatory websites for reporting purposes or ordering procedures, and
12. List of Contractors not eligible for solicitations and awards due to Dormant Status, if necessary, and
13. Frequently asked questions.

H.16 CONTRACTOR HCATS WEBPAGE

Within 30 calendar days of the Notice to Proceed, the Contractor shall develop and maintain a current, publicly available webpage accessible via the Internet throughout the ordering period of its HCaTS contract and task orders awarded under its HCaTS contract. The Contractor shall make its HCaTS webpage Rehabilitation Act Section 508 compliant.

The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide the awarded services under HCaTS.

At a minimum, this webpage shall include, but is not limited to, the following:

1. Link to the HCaTS PMO website, and
2. General overview of HCaTS, and
3. HCaTS-related marketing materials and news releases, and
4. Contractor capabilities for HCaTS, and
5. Contractor Key Personnel POC information (names, titles, phone numbers, and email addresses), and
6. The HCaTS conformed contract (Sections A through K) and all modifications issued within

- thirty (30) days in pdf, and
- 7. DUNS Number, and
- 8. Sustainability Disclosures, if any.

H.17 MARKETING

The Contractor shall maintain participation by actively pursuing work and competing for task order solicitations under HCaTS.

The Contractor may develop company-specific HCaTS brochures for distribution at trade shows, conferences, seminars, etc., and distribute printed materials to enhance awareness of HCaTS.

The Contractor may participate in various conferences and trade shows to facilitate outreach efforts for Federal agency customers and to aid in the marketing of HCaTS.

All marketing, promotional materials, and news releases in connection with HCaTS contracts or task order awards under HCaTS contracts, including information on the Contractor's HCaTS webpage, may be co-branded with marks owned or licensed by the Contractor and HCaTS PMO, as long as the Contractor complies with GSAR Subsection 552.203-71.

The Government reserves the right to review and approve any marketing, promotional materials, or news releases by a Contractor that are HCaTS-related, including information on the Contractor's HCaTS webpage.

H.18 MINIMUM TASK ORDER AWARDS OR ESTIMATED VALUE

Starting from the date of the HCaTS Notice-to-Proceed, the Contractor shall attain a minimum of three task order awards; or, a total task order estimated value of \$1.5M (total estimated value of all task orders inclusive of all options); or, show a good faith effort in responding to competitive solicitations released under the Contractor's respective Pool(s) prior to the exercise of Option I under its HCaTS contract.

In the event a Contractor is On-Ramped after original contract award, the number of expected task order awards to be attained shall be proportionate with the amount of time spent on the contract in the base period. For example, if the Contractor is On-Ramped to the

contract in Year 1, the Contractor would be expected to attain a minimum of two task order awards or total task order estimated value of \$1M, or show a good faith effort in responding to competitive solicitations released under the Contractor's respective Pool(s) from the time it was On-Ramped prior to the exercise of Option I.

Failure to attain the expected number of task order awards, estimated value, or respond to competitive solicitations released under the Contractor's respective Pool(s) from the time it was On-Ramped prior to the exercise of Option I may result in Dormant Status. The Government may or may not exercise the option period if a contractor does not meet the above criteria. Exercising the option period is subject to FAR clause 52.217-8 and FAR clause 52.217-9.

H.19 TRAINING AND PERMITS

The Contractor shall provide fully trained and experienced personnel required for performance under task orders awarded under its HCaTS contract. The Contractor shall train Contractor personnel, at its own expense, except when the OCO has given prior approval for specific training to meet special requirements that are unique to a particular task order.

Except as otherwise provided in an individual task order, the Contractor shall, at its own expense, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits, and for complying with any applicable Federal, national, state, and municipal laws, codes, and regulations, and any applicable foreign work permits, authorizations, and/or visas in connection with the performance of any applicable task order issued under HCaTS.

H.20 ETHICS AND CONDUCT

Personal services are not authorized under HCaTS. HCaTS is strictly for non-personal services, which means the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

The Contractor and its employees shall conduct themselves with the highest degree of integrity and honesty and adhere to the policies and procedures as specified in FAR 3 (Class Deviation RFO-2025-03), GSAR Part 503 and other applicable agency-specific regulatory supplements.

Failure to adhere to proper ethics and conduct may result in activation of Dormant Status.

H.20.1 SUPERVISION

The Contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor under HCaTS and the Government will not exercise any supervision or control over the Contractor in the performance of contractual services under HCaTS. The Contractor is accountable to the Government for the actions of its personnel.

Contractor employees shall not represent themselves as Government employees, agents, or representatives or state orally or in writing at any time that they are acting on behalf of the Government.

In all communications with third parties in connection with HCaTS, the Contractor shall ensure that all Contractor employees identify themselves as Contractor employees and identify the name of the company for which they work, and must not carry out any direction that violates the terms and conditions of HCaTS.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under HCaTS are informed of the substance of this clause.

If the Contractor believes any action or communication has been given that would create a personal services relationship between the Government and any Contractor employee or any other potential supervision or duty violation, the Contractor shall notify the OCO and HCaTS CO immediately of this communication or action.

H.20.2 CONDUCT

The Contractor shall not discuss with unauthorized persons any information obtained in the performance of work under HCaTS; conduct business other than that which is covered by HCaTS during periods funded by the Government; conduct business not directly related to HCaTS on Government premises; use Government computer systems and/or other Government facilities for company or personal business; recruit on Government premises; or, otherwise act to disrupt official Government business.

The Contractor shall ensure that all of its employees, including Subcontractor employees,

working under HCaTS are informed of the substance of this clause.

If the Contractor believes any action or communication has been given that would create a business ethics or conduct violation, the Contractor shall notify the OCO and HCaTS CO immediately of this communication or action.

H.20.3 CONFLICTS OF INTEREST

The guidelines and procedures of FAR 3 (Class Deviation RFO-2025-3) and GSAR Part 503, and FAR 9.5 (Class Deviation RFO-2025-9) and GSAR Subpart 509.5, will be used in identifying and resolving any issues of a conflict of interest under HCaTS. The FAR and other applicable agency-specific regulatory supplements will govern task orders awarded under HCaTS contracts.

Assuming no real or potential conflict of interest, a Prime Contractor may be a Subcontractor to another Prime Contractor on task orders solicited and awarded under HCaTS or HCaTS SB; however, the OCO may require that the Contractor sign an Organizational Conflict of Interest (OCI) Statement in which the Contractor (and any Subcontractors or teaming partners) agree not to submit any proposal or provide any support to any firm which is submitting (as Prime or Subcontractor) any proposal for any solicitation resulting from the work on a specific task order under HCaTS contracts.

All Contractor personnel (to include Subcontractors and Consultants) who will be personally and substantially involved in the performance of any task order issued under HCaTS which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement shall execute and submit an Employee/Contractor Non-Disclosure Agreement Form. The OCO will provide the appropriate nondisclosure form specific to the procurement. This form shall be required prior to the commencement of any work on such task order and whenever replacement personnel are proposed under an ongoing task order.

The Contractor shall be responsible for identifying and preventing personal conflicts of interest of its employees. The Contractor shall prohibit employees who have access to nonpublic information by reason of performance on a Government contract from using that information for personal gain.

In the event that a task order requires activity that would create an actual or potential conflict of interest, the Contractor shall immediately notify the OCO of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the OCO to proceed; or,

identify the conflict and recommend to the OCO an alternate approach to avoid the conflict.

The OCO or HCaTS CO, if necessary, will review the information provided by the Contractor and make a determination whether to proceed with the task order and process a request for waiver, if necessary.

H.20.4 COOPERATION WITH OTHER CONTRACTORS ON GOVERNMENT SITES

The Government may undertake or award other contracts or task orders for work at or in close proximity to the site of the work under HCaTS. The Contractor shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling and performing the work under HCaTS to accommodate the working environment, heeding any direction that may be provided by the OCO. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Government employees.

H.21 GOVERNMENT PROPERTY

For task orders awarded under HCaTS contracts, Government property matters shall follow the same policies and procedures for Government property under FAR 45 (Class Deviation RFO-2025-45) and other applicable agency-specific regulatory supplements.

FAR 45 (Class Deviation RFO-2025-45) does not apply to Government property that is incidental to the place of performance, when the task order requires Contractor personnel to be located on a Government site or installation, and when the property used by the Contractor within the location remains accountable to the Government.

Unless otherwise specified in a task order, the Contractor shall provide all office equipment and consumable supplies at the Contractor's sole and exclusive expense, including computers/workstations used in daily operation in support of HCaTS. The Government will not modify facilities to accommodate contractor-owned equipment or supplies.

The OCO shall tailor property clauses, provisions, and other applicable terms and conditions specific to each task order solicitation and award.

H.21.1 LEASING OF REAL AND PERSONAL PROPERTY

The Government contemplates that leases may be part of a task order solution offered by a Contractor, but the Government, where the Contractor's solution includes leasing, must not be the Lessee. Under no circumstances on any task order awarded under HCaTS contracts shall the Government be deemed to have privity-of-contract with the Owner/Lessor of the leased items; or, the Government be held liable for early termination/cancellation damages if the Government decides not to exercise an option period under a task 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 task order has specifically approved such damages as part of the task order's terms and conditions.

H.21.2 GOVERNMENT FACILITIES

The Contractor shall arrange with the OCO or other designated representative for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators, and similar matters.

A Contractor working in a Government facility shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to its employees as necessary.

The Contractor is responsible for ensuring that its employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on their employer and the Federal government.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under HCaTS are informed of the substance of this clause.

H.21.3 RIGHTS OF INGRESS AND EGRESS

The rights of ingress to, and egress from, Government facilities for the Contractor's personnel must be specified in the task order. Specific Federally-controlled facilities or those areas located within a given facility may have additional security clearance requirements must be specified in the task order.

Contractor employees, including Subcontractor employees, shall have in their possession, at all times while working, the specific Government identification credential issued by the Government. The identification credential shall be displayed and be visible at all times while on Government property.

During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the facility access policies and the conduct of its personnel. The Government reserves the right to require Contractor personnel to sign-in upon entry and sign-out upon departure from the Government facilities.

The Contractor shall be responsible for ensuring that all identification credentials are returned to the issuing agency whenever contract employees leave the contract, when the task order has been completed, employees leave the company, or employees are dismissed or terminated. The Contractor shall notify the issuing agency whenever employee badges are lost.

H.22 SECTION 508 OF THE REHABILITATION ACT OF 1973

Contractors shall comply with ICT accessibility standards in accordance with FAR 39.2 (Class Deviation RFO-2025-39) when developing, procuring, maintaining or using electronic and information technology, unless an exception applies as per FAR 39.204 (Class Deviation RFO-2025-39).

H.23 ON-RAMPING

The total number of HCaTS Contractors may fluctuate due to various reasons, including but not limited to, industry mergers and acquisitions, and changes in contractors' socioeconomic status. To maintain an adequate number of Contractors to compete for task orders in each Pool, HCaTS PMO may determine that it is in the Government's best interest to initiate an on-ramping.

The decision for on-ramping is within the sole discretion of the Government, based on the Government's needs. At the time of an on-ramping, an on-ramping notice and/or solicitation will be posted in Federal Business Opportunities (www.FBO.gov).

The HCaTS PMO will determine whether it would be in the Government's best interest to add additional Contractors to any of the HCaTS Pools at any time, subject to the following conditions:

1. A notice/solicitation is published in Federal Business Opportunities in accordance with FAR 5 (Class Deviation RFO-2025-05), and under then- applicable Federal procurement law
2. Any Offeror that meets the eligibility requirements set forth in the solicitation may submit a proposal
3. The solicitation identifies the total number of new contracts and the award decision is based upon substantially the same evaluation criteria as the original solicitation or as modified
4. The terms and conditions of any resulting awards are identical to the existing version of the respective HCaTS Pool contract
5. The ordering period will be co-terminous with the existing ordering period of other HCaTS Pool contracts

H.23.1 CHANGING VEHICLE/POOL

The Government may allow the existing HCaTS contractors to change their pool within the HCaTS program in two instances:

- A. At any time prior to the HCaTS completion date, if the contractor's business size changes and one of the following situations applies:
 - HCaTS SB Pool 1 contractors whose size changed from Small Business (SB) to Other than Small Business (OTSB) based on the size standard for NAICS Code 611430 to continue performance under HCaTS SB Pool 2, HCaTS U Pool 1, or HCaTS U Pool 2.
 - HCaTS SB Pool 2 contractors whose size changed from SB to OTSB under NAICS 541612 to continue performance under HCaTS U Pool 1 or HCaTS U Pool 2.
 - HCaTS SB Pool 2 contractors whose size changed from OTSB to SB under NAICS 611430 to continue performance under HCaTS SB Pool 1.
 - HCaTS U Pool 1 contractors whose size changed from OTSB to SB under NAICS 611430 or 541612 to continue performance under HCaTS SB Pool 1 or HCaTS SB Pool 2 or HCaTS U Pool 2.
 - HCaTS U Pool 1 contractors whose size changed from SB to OTSB under NAICS

611430 or 541612 to continue performance under HCaTS SB Pool 2 or HCaTS U Pool 2.

- HCaTS U Pool 2 contractors whose size changed from OTSB to SB under NAICS 541612 or 611430 to continue performance under HCaTS SB Pool 1 or HCaTS SB Pool 2 or HCaTS U Pool 2.
- HCaTS U Pool 2 contractors whose size changed from SB to OTSB under NAICS 541612 or 611430 to continue performance under HCaTS SB Pool 1 or HCaTS SB Pool 2 or HCaTS U Pool 1.

B. At the time of option period, the Government may allow the existing HCaTS contractors to change their Pool within the HCaTS program based on their business interest.

The Government reserves the right to deny any request to change pool if a contractor does not meet the following criteria:

- The contractor must be considered a small business under NAICS 611430 if the destination pool is HCaTS SB Pool 1 and must be considered a small business under NAICS 541612 if the destination pool is HCaTS SB Pool 2.
- The contractor must submit documents to substantiate the change of business size (for Option A), or the business justification (for Option B).
- The contractor must be determined financially responsible under the destination vehicle/pool.
- When moving from a small business to an unrestricted vehicle, the contractor must submit a subcontracting plan in accordance with HCaTS unrestricted contracts section G.3.3.
- When moving from small business to unrestricted vehicle or vice versa, the contractor must submit a price list for all HCaTS Labor Categories within the approved range of the destination vehicle/pool.
- Each of the HCaTS Contractors may not hold more than one contract under a pool within their corporate structure.

The Government reserves the right to deny any request to onramp if a contractor does not meet the above criteria. The Government reserves the right to deny any request to onramp if a contractor does not meet the above criteria. Additionally, the Government reserves the right to deny any on-ramping request if the number of contracts in the origin or destination

pool fluctuates by 10 as a result of on-ramping under this section (section H.24.1).

H.24 DORMANT STATUS

Dormant Status is a condition that applies to HCaTS and is not a debarment, suspension or ineligibility status as defined in FAR 9.4 (Class Deviation RFO-2025-09). Grounds for being placed in Dormant Status include, but are not limited to, failure to meet the deliverables and compliance requirements specified under Section F.5 (Performance Standards).

HCaTS shall be reserved for high performing Contractors. Accordingly, if the HCaTS CO determines that any requirement of HCaTS is not being met, a Contractor may be placed in Dormant Status for one or both HCaTS Pools. In Dormant Status, the Contractor shall not be eligible to participate or compete in any subsequent task order solicitations; however, the Contractor shall continue performance on previously awarded and active task orders, including the exercise of options and modifications at the task order level.

Dormant status will be imposed after a careful consideration of the situation and collaboration with the Contractor to resolve the issue. To place a Contractor in Dormant Status, HCaTS CO must first notify the contractor, in writing, regarding poor performance or non-compliance issues. Upon activation of Dormant Status, the HCaTS CO will adhere to the *Timeline for Dormancy and Escalation to Cancellation*, below.

Timeline for Dormancy and Escalation to Cancellation

Phase	Duration	Action/Decision Point	Result
Notice of Non-Compliance	0–15 days	CO notifies the contractor of failure to meet deliverables.	Contractor submits remediation plan.
Dormant Status Activation	15–30 days	If remediation plans are unacceptable, the contractor is placed into Dormant Status.	No new task orders.
Remediation Period	Up to 90 days	The contractor must correct deficiencies and resubmit deliverables.	If resolved, CO may lift dormancy.

No Remediation After 90 Days	Day 91+	The contractor fails to correct issues.	Initiate cancellation under GSAR 552.242-99.
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Note: Deliverables and reporting requirements continue during dormancy. Failure to comply while dormant may accelerate cancellation.

The HCaTS CO's final decision may be appealed to the HCaTS Ombudsman under Alternative Disputes Resolution (ADR), or Agency Board of Contract Appeals or United States Court of Federal Claims (See FAR 33.2 (Class Deviation RFO-2025-33) and GSAR Subpart 533.2).

(END OF SECTION H)

PART II: CONTRACT CLAUSES
SECTION I: CONTRACT CLAUSES

I.1 TASK ORDER PROVISIONS AND CLAUSES

Due to the various combinations of contract provisions and 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 Human Capital and Training Solutions (HCaTS) cannot predetermine all the contract provisions and clauses for future individual task orders.

However, all applicable and required provisions and clauses set forth in FAR Section 52 automatically flow down to all HCaTS task orders, based on their specific contract type, statement of work, competition requirements, commercial or non-commercial determination, and dollar value as of the date the task order solicitation is issued.

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

I.2 HCATS CLAUSES

The following clauses apply to HCaTS and task orders placed under HCaTS, as applicable. The clauses and dates remain unchanged throughout the term of HCaTS unless changed by a bilateral modification to HCaTS.

I.2.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

HCaTS incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/>.

FAR	TITLE	DATE
52.202-1	Definitions	JUN 2020

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government (Alternate I)	JUN 2020 (Revision NOV 2021)
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-14	Display of Hotline Poster(s)	NOV 2021
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020 (Deviation Nov 2025)
52.204-13	System for Award Management Maintenance	OCT 2018 (Deviation Nov 2025)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016 (Deviation Nov 2025)
52.204-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-91	Contractor Identification	NOV 2025

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2025 (Deviation Aug 2025)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018 (Deviation Aug 2025)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015 (Deviation Aug 2025)
52.210-1	Market Research	NOV 2021 (Deviation Aug 2025)
52.212-4	Terms and Conditions—Commercial Products and Commercial Services (Alternate I)	NOV 2021 (Deviation Nov 2025)
52.215-2	Audit and Records—Negotiation	JUN 2020
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010 (Deviation Nov 2025)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005) (Deviation Nov 2025)	JUL 2005 (Deviation Nov 2025)
52.215-19	Notification of Ownership Changes	OCT 1997 (Deviation Nov 2025)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications	JUN 2020 (Deviation Sep 2025)

52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Alternate III)	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Alternate IV)	OCT 2010 (Deviation Nov 2025)
52.216-32	Task-Order and Delivery-Order Ombudsman	SEP 2019
52.219-8	Utilization of Small Business Concerns	JAN 2025 (Deviation Nov 2025)
52.219-9	Small Business Subcontracting Plan (Alternate II)	NOV 2016 (Deviation Nov 2025)
52.219-28	Post-Award Small Business Program Re-representation	JAN 2025 (Deviation Nov 2025)
52.222-3	Convict Labor	JUN 2003
52.222-16	Approval of Wage Rates	MAR 2014
52.222-35	Equal Opportunity for Veterans	JUN 2020 (Deviation Nov 2025)
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020 (Deviation Nov 2025)
52.222-37	Employment Reports on Veterans	JUN 2020 (Deviation Nov 2025)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	OCT 2023 (Deviation Nov 2025)
52.222-54	Employment Eligibility Verification	JAN 2025

		(Deviation Oct 2025)
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications.	JUN 2020
552.226-7	Drug-Free Workplace	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data—General	MAY 2014
52.227-17	Rights in Data—Special Works	DEC 2007
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	JUN 2020 (Deviation Nov 2025)
52.230-3	Disclosure and Consistency of Cost Accounting Practices	JUN 2020 (Deviation Nov 2025)
52.230-6	Administration of Cost Accounting Standards	JUN 2010 (Deviation Nov 2025)
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability of Funds	APR 1984

552.232-22	Limitation of Funds	APR 1984 (Deviation Nov 2025)
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
552.232-90	Fast Payment Procedure	MAY 2006 (Deviation Nov 2025)
52.233-1	Disputes	MAY 2014 (Deviation Nov 2025)
52.233-3	Protest after Award	AUG 1996 (Deviation Nov 2025)
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004 (Deviation Nov 2025)
552.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984 (Deviation Nov 2025)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	NOV 2025
52.240-91	Security Prohibitions and Exclusions	NOV 2025

52.240-92	Security Requirements	NOV 2025
52.240-93	Basic Safeguarding of Covered Contractor Information Systems	NOV 2025
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes—Fixed-Price (Alternate I)	APR 1984 (Deviation Nov 2025)
52.244-5	Competition in Subcontracting	AUG 2024
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2025 (Deviation Nov 2025)
52.245-1	Government Property	SEP 2021
52.245-9	Use and Charges	APR 2012
52.246-25	Limitation of Liability—Services	FEB 1997
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-6	Termination (Cost-Reimbursement) (Alternate IV)	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991 (Deviation Nov 2025)

1.2.2 GSAR CLAUSES INCORPORATED BY REFERENCE

GSAR	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.228-5	Government as Additional Insured	JAN 2016
552.232-23	Assignment of Claims	SEP 1999

552.237-73	Restriction on Disclosure of Information	JUN 2009
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I.2.3 FAR AND GSAR PROVISIONS AND CLAUSES IN FULL TEXT

I.2.3.1 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 the date of notice to proceed through the contract end date.

(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.2.3.2 52.216-19 ORDER LIMITATIONS (OCT 1995)

Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the micro-purchase threshold, as amended, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. Maximum order. The Contractor is not obligated to honor—

Any order for a single item in excess of: \$3.45 billion for Pool 1;

Any order for a combination of items in excess of: \$3.45 billion for Pool 1; or

A series of orders from the same ordering office within 365 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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 of this section.

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 five business 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.2.3.3 RESERVED

I.2.3.4 52.216-22 INDEFINITE QUANTITY (OCT 1995) (Deviation Nov 2025)

Indefinite Quantity (DEVIATION DATE)

(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, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of 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, including options exercised, were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the Task Order period of performance as prescribed in Section F.4, above.

(End of clause)

I.2.3.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 90 calendar days from the current ordering period's expiration date.

(End of Clause)

I.2.3.6 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 90 calendar days from the base period's expiration date; provided that the Government gives the

Contractor a preliminary written notice of its intent to extend at least 120 calendar 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 126 months.

(End of Clause)

I.2.3.7 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS

As prescribed in 40.205(a), insert the following provision:

Security Prohibitions and Exclusions Representations and Certifications (Date)

(a) Definitions. As used in this provision—

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

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

Marginalized populations of Sudan means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
 - (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
- (b) Procedures.

(1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(2) FASCSA Orders.

(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror’s possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation 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 order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror’s possession but does not need to include an internal or third-party audit.

(e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need to include an

internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

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

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

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

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at

CISADA106@state.gov.

(g) Disclosure.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at <https://dibnet.dod.mil>.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) Executive agency review of disclosures. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

I.2.3.8 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (ALTERNATE I) (Deviation)

(a) Definitions. As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at <https://www.sam.gov> (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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 application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

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.

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).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding 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 that apply 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 that apply 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 that apply 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.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

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.

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., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

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

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

Kaspersky Lab-covered entity means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

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.

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.

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.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) Prohibitions on providing or using specific products or services in performance of contract. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

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

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit

visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.

(1) Certain telecommunications and video surveillance equipment, systems, or services.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services 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 (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for

Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

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

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

(2) Office of Foreign Assets Control Restrictions.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at <https://www.trade.gov/consolidated-screening-list>, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) Sudan prohibition. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-

174).

(4) Iran prohibitions.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over \$15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) Governmentwide exclusion and removal orders.

(1) (e) Governmentwide exclusion and removal orders.

(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 (e)(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

(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting 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 40.204-1(c)).

(f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity’s possession but does not need to include an internal or third-party audit.

(g) Removal of prohibited products and services. 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 this clause prohibits.

(h) General report.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication,

assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

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

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

(iii) 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.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) New FASCSA orders report.

(1) During contract performance, the Contractor shall review SAM 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 (e) 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. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) 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). 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. The Contractor shall report the following information within 72 hours 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:

(i) Contract number and order number, if applicable;

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

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

**I.2.3.9 52.240-92 SECURITY REQUIREMENTS (NOV 2025)
(Deviation)**

(a) This clause applies to the extent that this contract involves access to information classified Confidential, Secret, or Top Secret.

(b) The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (32 CFR part 117); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, after the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract must be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(e) A subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word “CAGE” before the number. The CAGE code is required prior to award. The contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

(End of clause)

I.2.3.10 52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2025) (Deviation)

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

- (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered

contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I.2.3.11 52.241-1 ELECTRIC SERVICE TERRITORY COMPLIANCE REPRESENTATION (MAY 1999)

(a) Section 8093 of Public Law 100-202 generally requires purchases of electricity by any department, agency, or instrumentality of the United States to be consistent with State law governing the provision of electric utility service, including State utility commission rulings and electric utility franchises or service territories established pursuant to State statute, State regulation, or State-approved territorial agreements.

(b) By signing this offer, the offeror represents that this offer to sell electricity is consistent with Section 8093 of Public Law 100-202.

(c) Upon request of the Contracting Officer, the offeror shall submit supporting legal and factual rationale for this representation.

(End of clause)

I.2.3.12 52.241-2 ORDER OF PRECEDENCE-UTILITIES (FEB 1995)

In the event of any inconsistency between the terms of this contract (including the specifications) and any rate schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the terms of this contract shall control.

(End of clause)

(END OF SECTION I)

PART III: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J: LIST OF ATTACHMENTS

J.1 STANDARDIZED LABOR CATEGORIES

J.2 HCATS CONTRACT PRICING

HCaTS PMO will provide OCOs with contract pricing only for the award of Time and Material or Labor- Hour sole source contract type task order. For all other types of task orders, pricing is competed at the task order level.

J.3 APPROVED SUBCONTRACTING PLAN (IF APPLICABLE)

(END OF SECTION J)