

VETS GWAC

SF 33 for Industry Partner

SECTION B

SUPPLIES OR SERVICES AND PRICES/COST

B.1 General

This contract is titled the Veterans Technology Services Governmentwide Acquisition Contract (VETS GWAC or VETS) and is available for use by both Federal Civilian Agencies and the Department of Defense by virtue of the GSA's Executive Agent Designation from the Office of Management and Budget. It has a base period of five years and one five-year option for a total of ten contract years (actual calendar dates will be set beginning with the date of the notice to proceed).

VETS GWAC consists of a number of indefinite-delivery, indefinite-quantity (ID/IQ) contracts designed to provide Federal Government information technology (IT) services and solutions primarily consisting of IT services

The contracts are solution-based. VETS GWAC contractors are free to propose the best solution to the specific task order requirement provided each order consists principally of IT services. Unless excepted (see FAR 16.505(b)(2)), each task order will be competed under the fair opportunity competitive procedures. The Fair Opportunity competitive procedures will maintain an ongoing competitive environment throughout the life of the contracts

B.2 CONTRACT MINIMUM/MAXIMUM

The minimum guaranteed amount for each award will be \$2,500. Orders beyond the minimum will be determined by user needs and the results of fair opportunity competitions. The exercise of the option period does not re-establish the contract minimum.

The Government has no obligation to issue task orders to the Contractor beyond the minimum amount specified above. While the awarded contractors will receive the minimum, it is intended that the contractors will compete for that amount under the contract's fair opportunity procedures. If at the end of the base period of the contract, a contractor has not been awarded a task order(s) of at least \$2,500 in total value, the program office may direct awards to meet the contractual obligation pursuant to FAR 16.505(2)(iv).

The maximum cumulative dollar amount that may potentially be awarded, to all contractors combined, is \$5 Billion

B.3 WORK ESTIMATES (HOURS AND ODCS) & ROLES

This is a new Government Wide Acquisition Contract (GWAC) program of the General Services Administration (GSA), Federal Acquisition Service (FAS), Small Business GWAC

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Center. There is no relevant historical sales trend that may be utilized to project with reasonable certainty, with any degree of reasonable accuracy, the nature or volume of work likely under these Contracts. GSA does not have projects designated/earmarked for this Contract program and they are not guaranteed to be forthcoming. The different Federal Government entities/potential clients of these Contracts will make their own decisions on the benefits of utilizing VETS GWAC (SB) contracts for IT requirements. Furthermore, the Multiple Award Indefinite-Delivery Indefinite-Quantity (MAIDIQ) contracts awarded under this GWAC are subject to Fair Opportunity procedures emphasizing competition among firms in the selected Functional Areas (FAs). At this time, the breakdown of fixed-price, time & materials and labor hour order distribution is unknown. Also unknown is the location of work and the breakdown of Government site and Contractor site work. Additionally, there is uncertainty regarding the amount of supplies, travel, incidental construction and other direct costs that will be required, although market research reveals that they will be necessary in some cases. Furthermore, requirements may range from simple to highly complex.

The Government will be obligated to Contract holders only for services, items and quantities specified, approved and definitized in a valid Order issued under an awarded Contract, or, in the event of no Order issuance, for the minimum guarantee established in Section B and elaborated upon in Section H.

B.4 SUPPLIES/SERVICES AND PRICES/COSTS

Task orders awarded under this contract may be issued as Fixed-Price (FP), Time and Materials (T&M) or Labor-Hour (L-H), plus Incentive arrangements coupled to the previous types, as defined in FAR Part 16. The prices/costs will be applied to individual task order types as follows:

(SEE EXCEL SPREADSHEETS FOR PRICING IN LEFT HAND NAVIGATION OF VETS WEBSITE UNDER VETS CONTRACT LIBRARY ENTITLED, "VETS CONTRACT PRICING INFORMATION")

B.4.1 Fully Loaded Ceiling Rates

These price schedules contain the loaded hourly rates for work performed at any location within CONUS. "Fully loaded hourly ceiling rate" is defined as the direct hourly labor rate that include wages, overhead, general and administrative expenses, profit, fringe benefits, direct tax/labor/payroll burden and contract access fee. The loaded hourly ceiling rates set forth in this schedule are fully burdened, not-to-exceed, ceiling prices. The contractor may, at its discretion, propose lower loaded hourly ceiling rates on a task-by-task order basis (and this result is typical). Contractors shall post their ceiling rates at their individual VETS GWAC Web Sites.

B.4.2 Adjustments to Contract Ceiling Rates

The fully loaded ceiling rates set forth in the price schedules apply to contract years 1 through 5. For contract years 6 through 10, Option Period One (1), the fully loaded ceiling rates will be adjusted in accordance with Section B.9 of this contract. Any adjustments to ceiling rates will be enacted by contract modification and will become effective on the date shown in the modification.

B.4.3 Adjustments to Task Order Hourly Rates

Labor-hour (L-H) and time-and-materials (T&M): Task order loaded (loaded pursuant to the specific terms for T&M and L-H loading discussed in this Section B) hourly rates may be adjusted, if specified in the task order Statement of Work (SOW), for each of the option years by applying no more than the same adjustment factor to the task order rates as was applied to the loaded contract ceiling hourly rates. The specific escalation shall be fully definitized in the applicable order, else escalation is not permitted. If an order does not specifically provide for such adjustment, no such adjustment is permitted (order level escalation is not automatic, shall not be presumed, and doesn't inhere from the Contract to task orders) – the parties to the order may not write it in after the fact.

Fixed Price (FP) tasks:

Fixed price task orders and their option periods, if any, shall be fully definitized and pre-priced. Unless the Order definitizes an Economic Price Adjustment (EPA) or escalation, none applies (Contract level EPA or escalation doesn't apply to task orders).

Economic Price Adjustment when Escalation of Order Prices Isn't Applied - if a task order contains option periods, the task order shall be pre-priced for every period. Such pricing may be pre-priced for each of the option years and coupled with an order specific EPA if order specific EPA terms are fully definitized in the applicable order, else order specific EPA is not permitted. If an order does not specifically provide definitized EPA, no order specific EPA is permitted (order specific EPA is not automatic and shall not be presumed) – the parties to the order may not write it in after the fact.

Escalation of Order Prices when an Economic Price Adjustment Isn't Applied - if a task order contains option periods, the task order shall be pre-priced for every period. Such pricing may be pre-priced for each of the option years by applying no more than the same adjustment factor to the loaded hourly rates negotiated for the task as was applied to the loaded contract ceiling hourly rates in B.7. Such adjustments shall be fully definitized in the applicable order, else escalation isn't permitted. If an order does not specifically provide definitized escalation, no escalation is permitted (escalation is not automatic and shall not be presumed) – the parties to the order may not write it in after the fact.

B.4.4 (Removed May 2010)

B.4.5 Application of the Service Contract Act (SCA)

The vast majority of labor categories identified in this solicitation are professional IT positions and thus exempt from the SCA. In accordance with Title 29 of the Code of Federal Regulations, Labor Standards for Federal Service Contract, the General Services Administration (GSA) considers the Service Contract Act (SCA) to not apply to this contract based upon its principal purpose.

B.4.6 Information Technology Task Orders Involving Some Construction Work

In accordance with FAR 22.402(b) and Section C.8 of this contract, the Davis-Bacon Act may not apply to certain non-construction contracts where some minor construction occurs incidental to the rest of the task order. Specifically, if the construction work is incidental to furnishing IT services and is so merged with the IT portion of the contract that the construction is not capable of being segregated as a separate contractual requirement, it may not be subject to Davis-Bacon.

When minor construction is required as an integral part of a task order, the Ordering Contracting Officer (OCO) is required to document the Task Order file that the construction portion of the task order is 1) within scope, 2) subject or not subject to the Davis Bacon Act, and 3) fairly and reasonably priced and the basis therefore.

Should the Davis-Bacon Act apply to the construction portion of a Task Order, it is the responsibility of the Ordering Contracting Officer (OCO) to address any previous union agreements and obtain the applicable Wage Rate Determinations from the Department of Labor. Construction contracting is a contracting specialization in the Government, and ordinarily requires highly specific requirements, specifications, plans, terms and conditions. OCO's are cautioned to only include construction up to the defined limits and with proper attention to detail.

There is additional coverage on construction in Section C.

B.5 RESERVED

B.6 FULLY LOADED HOURLY CEILING RATES

The labor pricing schedules that follow call for hourly ceiling rates, which are the maximum fully loaded hourly rates to be proposed for work for entities authorized in the current version of GSA ADM 4800.2? which is currently GSA Order ADM 4800.2H.

(<http://www.gsa.gov/portal/mediald/176231/fileName/SignedGSADirective48002H.action>)

When formulating each hourly ceiling rate, the CAF shall be applied last.

The Government will neither pay a premium/differential for overtime (work in excess of 40 hours in a week), nor for work during irregular hours, weekends or holidays.

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The ceiling rates do not serve as a mechanical measure of the rates to be quoted or proposed at the order level. All order rates must be lower than or equal to the ceiling rates (work scope specifics and competition will influence the rates a contractor chooses to quote or propose for a task order opportunity.)

EACH OFFEROR SHALL PROPOSE CEILING PRICES IN THE PRICING SCHEDULES FOR ALL LABOR CATEGORIES AND ALL PERIODS OF THE FAs APPLIED FOR. FAILURE TO PROPOSE PRICING FOR ALL LABOR CATEGORIES AND ALL PERIODS OF THE FAs APPLIED FOR SHALL RESULT IN DISQUALIFICATION OF THE OFFER IN THE FA(S) IN WHICH THE OMISSION OCCURS.

The hourly ceiling price proposed shall apply uniformly regardless of actual utilization (i.e., even if only 5 hours of the estimated hours are ordered, the hourly ceiling rate shall be the same.)

All line items shall be separately orderable. Pricing for all line items must stand-alone and not be dependent upon the ordering of any other line items.

The labor categories and ceiling rates apply to a prime Contractors' subcontractor support at any tier.

The attached labor category descriptions are stated in terms of minimum qualifications/responsibilities and do not attempt to delineate the universe of responsibilities associated with a labor category by the commercial market. Contractors shall not be allowed to divert work from pre-defined labor categories to other labor categories based on a restrictive or hyper technical reading of labor category descriptions.

The following numbered notes apply to all pricing tables:

1. Minor (incidental) construction work subject to the Davis-Bacon Act that is ordered under this contract pursuant to the acceptable use terms established for its inclusion shall not exceed 10% of cumulative earned order value at any time during the life of this contract
2. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee
3. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case

B.7 CONTRACT LINE ITEMS - FUNTIONAL AREA ONE (1) - SYSTEMS OPERATIONS AND MAINTENANCE

SEE EXCEL PRICING TABLES RELEASED IN AMENDMENT 1 ATTACHMENT 5. B.8 was replaced by the Excel Spreadsheet in Amendment #2.

B.8 CONTRACT LINE ITEMS - FUNTIONAL AREA TWO (2) – INFORMATION SYSTEMS ENGINEERING

SEE EXCEL PRICING TABLES RELEASED IN AMENDMENT 1 ATTACHMENT 5. B.8 was replaced by the Excel Spreadsheet in Amendment #2.

B.9 OPTION PERIOD ONE (1) – YEARS SIX (6) THROUGH TEN (10)

Pricing for Option Period One (1) will be evaluated using the ceiling rates and ceiling multipliers designated in Year Five (5) of the pricing tables for the base period. The base period Year Five rates and multipliers will be extrapolated out to years six through ten automatically by the Government for proposal evaluation purposes.

The actual ceiling rates and ceiling multipliers for Option Period One (1) will be determined by escalating the proposed Year Five (5) ceiling rates and ceiling multipliers utilizing the latest methodology and basis for the Bureau of Labor Statistics' (BLS) Employment Cost Index (ECI). The ECI for "Professional, Specialty, and Technical Occupations" will be controlling. A simple "percentage" method will be used.

The Government does not intend to perform redeterminations or apply escalated rates retroactively. The escalation will not apply to orders already awarded (in place) unless they specifically definitize its inclusion. The specific ECI we are using as the basis for adjustment is titled "WAGES AND SALARIES (**not seasonally adjusted**): Employment Cost Index for wages and salaries, private industry workers, by industry and occupational group".

B.9.1 Frequency of Adjustment

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

The calculated escalation rate will be applied consecutively for years six through ten. This means that the escalation rate will have compounding effect for years six through ten. It will be applied one time for the option period as the RFP currently states. Each year in the option period will have separate pricing as a result.

B.9.2 Materially Unbalanced Offers

Offerors shall offer pricing on all items correctly and price each item as specified. The Government will reject a mathematically unbalanced offer if the offer is also materially unbalanced. A mathematically unbalanced offer is an offer containing lump sum or unit price items that do not include reasonable labor, equipment, and material costs plus a reasonable proportionate share of the Offeror's overhead costs, other indirect costs, and anticipated profit. An offer is materially unbalanced when the Government determines that an award to the Offeror submitting a mathematically unbalanced offer will not result in the lowest ultimate cost to the Government and/or not fair to other Offeror's whose pricing is balanced.

The Government will pay particularly close attention to the Year Five (5) ceiling rates and ceiling multipliers being proposed by Offerors. These rates and multipliers will be used for extrapolating the Option Period One pricing for evaluation purposes. If the Government detects any unbalanced pricing in Year Five of the base period and/or "gaming" in order to have more favorable evaluated pricing for the Option Period, those offers will be rejected.

B.10 FOREIGN AREA TRAVEL/WORK

The U.S. State Department, Bureau of Administration, Office of Allowances (<http://www.state.gov/m/a/als/>) develops and coordinates policies, regulations, standards, and procedures to administer the government-wide allowances and benefits program abroad under the Department of State Standardized Regulations (DSSR).

The U.S. State Department sets per diem rate maximums for foreign areas, which are authorized for incorporation on individual orders by Ordering Contracting Officers (OCOs). For more information refer to http://aoprals.state.gov/content.asp?content_id=184&menu_id=78. The contractor's handling rate for travel applies to all travel, be it domestic, non-contiguous or foreign.

The U.S. Department of State publishes quarterly report indexes of living costs abroad, quarters' allowances, hardship differentials, and danger pay allowances (http://aoprals.state.gov/web920/allowance.asp?menu_id=95). Table 1 – Indexes of Living Costs Abroad; and Table 3 – Hardship Differentials and Danger Pay (with the exception of Danger Pay - see last paragraph in this section concerning travel warnings to Americans and Danger Pay locations) are specifically incorporated into the contract.

Concerning Table 1. The appropriate column to use for adjustments is "Local Index". These allowances are the maximum adjustment permitted to pre-

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established professional service line item ceiling rates for work in the applicable foreign area.

Concerning Table 2 – Quarters Allowance. The contractor does not automatically gain this allowance for foreign country work. OCOs may negotiate and incorporate this allowance on individual orders.

Concerning Danger Pay. Work is not authorized in areas the State Department has warned Americans not to travel to or to areas the U.S. State Department has issued Danger Pay Differentials. If there is a change in area status during order performance (e.g., the U.S. State Department warns Americans not to travel there or issues a Danger Pay Differential for the area), then the ordering contracting officer shall determine if it is, or isn't, in the Government's best interest for that work to continue, document their findings in the written order record and take appropriate contractual actions. Contractors have an affirmative duty to monitor area status during order performance and promptly coordinate with the applicable OCO(s) on changes in area status.

B.11 DEFINITIONS

- a. The terms Skill Category and Labor Category are synonymous.
- b. On-Site: Work performed on Government facility
Off-Site: Work performed on Contractor facility.

SECTION C

STATEMENT OF WORK

C.1 GENERAL/BACKGROUND

Government-wide Acquisition Contracts or GWACs are indefinite delivery/indefinite quantity (IDIQ) contracts for various information technology (IT) resources negotiated, awarded and administered by one particular agency but available to other Federal agencies for purchases. Each GWAC is operated by an executive agent, such as the General Services Administration, designated by the Office of Management and Budget (OMB) pursuant to section 5112(e) of the Clinger-Cohen Act. In accordance with Section 5112(e) of the Information Technology Management Reform Act (ITMRA), 40 U.S.C. § 1412(e), “the Director [of the Office of Management and Budget] may designate one or more heads of Executive agencies as executive agents for Government-wide acquisitions of information technology.” GWACs are not subject to the requirements and limitations of the Economy Act, 31 U.S.C. § 1535.

GWACs are valuable tools for the acquisition of information technology services and supplies, but the Ordering Contracting Officer (OCO) must ensure that: (1) the GWAC is not used to circumvent applicable agency policies or regulations; (2) the ordering agency properly administers all contract terms and conditions and adheres to Federal Acquisition Regulations and policy; (3) agency requirements are within the scope of the master GWAC contract; and (4) subsequent task orders are within the scope of the contract.

C.2 OBJECTIVE

The objective of this solicitation and the resulting VETS GWAC is to provide civilian agencies and the Department of Defense (DoD) the ability to obtain a broad range of Comprehensive IT support services in a timely and cost-effective manner under a multiple award contract. VETS GWAC is a Multiple Award Indefinite Delivery, Indefinite Quantity (MA/IDIQ) contract providing a wide range of information technology support services, while providing the greatest amount of flexibility possible to efficiently and effectively support agency daily operations, protection of infrastructure, the fight against terrorism, and the development and marketing of emerging technologies. The VETS GWAC is accessible to civilian agencies and DoD and is designed to achieve innovative solutions and best value products and services to support Federal Agencies worldwide.

C.3 SCOPE

VETS GWAC is a Multiple Award/Indefinite Delivery Indefinite Quantity (MA/IDIQ) to provide worldwide Information Technology (IT) solutions to client agencies. VETS GWAC is designed to provide the greatest amount of flexibility possible to efficiently and effectively support the federal government's needs in its daily operations, its protection of infrastructure, the fight against terrorism and the development and marketing of emerging technologies. To this end, VETS GWAC was created to fulfill the Information Technology (IT) requirements of GSA and other Federal Agencies. Work may be performed at headquarters and/or field offices located throughout the world, as specified in each task order, to provide a variety of IT support services, including new and emerging

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technologies which will evolve over the life of VETS GWAC. The scope of work under this contract is defined as within the North American Industrial Classification System (NAICS) codes defined in C.9 of this statement of work. The Government shall order services under this contract by means of task orders with specifically defined scopes, deliverable products, and schedules. "VETS order terms include fixed-price (all in FAR 16.2), time-and-materials (per FAR 16.6) and labor-hour (per FAR 16.6). VETS also allows requiring activities to choose among the incentive features found in FAR 16.4 that are tied to fixed-price, time-and-materials and labor-hour terms."

C.4 TASK ORDERS

The work description is intended to outline the general requirements of contractors awarded VETS GWAC contracts. Specific details of work assignments, deliverables, documentation, training, applicable government/departmental/industry standards, etc., will be provided in individual task orders, preferably performance based. The anticipated services require a diversity of skills suitable to a multitude of information technology environments in support of a variety of IT support areas. The contractor shall perform work under this contract only as directed in task orders issued by authorized COs. The Contractor shall ensure adequate resources are dedicated to satisfy the requirements of work assignments including, but not limited to, furnishing the necessary personnel, material, services, and facilities, as required. In addition, inherent in providing these goods and services, the Contractor shall provide the supervision and management effort necessary for efficient and effective administration and control of work performed under VETS GWAC.

C.5 SECURITY CLEARANCES

Performance of this contract may require access to varying levels of secured information and/or areas. This will be determined on individual task orders. As such, contractor personnel must have a current clearance appropriate to the level of security identified in the task order. See Section H.8 for information on security requirements.

C.6 TRAVEL

Contractor travel may be required for this contract in performance of an individual task order and will be reimbursed to the Contractor in accordance with the Federal Travel Regulations, Joint Travel Regulations, and Joint Federal Travel Regulations.

C.7 HARDWARE, SOFTWARE, AND/OR LICENSING

Integral to the services necessary in performing task orders in the designated functional areas, acquisition of hardware/software and/or licensing of software from 3rd party sources may also be required of the Contractor. Under any of these functional areas, a task order may be used to acquire hardware/software that is integral to the services being provided. Purchase of hardware/software or licenses of software from 3rd party sources in support of task orders in any functional area shall not impact the determination of the appropriate functional area classification of the task order. Functional area classification shall be determined solely upon the preponderance of services provided. The types of hardware/software envisioned would include, but are not limited to, such items as: network devices, switches, routers, bridges, hubs, protocol translators, modems, cabling, wiring closet hardware, wireless access devices, voice and data integration products, Defense Message System (DMS) peripherals, Internet and electronic commerce access gateways, IT infrastructure

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hardware/software utilities, CASE tools (e.g., Oracle Case, ER-WIN, Predict, System Architect, Knowledgeware, Frontier Super TCP, Netscape, Web Browser), models, database management systems, personal computers, workstations, servers, printers, application software products, compact disk/read only memory (CD-ROM), digital libraries, imaging and optical character recognition equipment, commercial off-the-shelf (COTS) items, general supplies, etc. Technological refreshment/enhancements of hardware/software as well as special access considerations for IT resources may be required by individual task orders.

C.8 INFORMATION TECHNOLOGY TASK ORDERS INVOLVING SOME CONSTRUCTION WORK

In the event that alteration or minor construction of real property is required to achieve the primary purpose of a Task Order issued against the VETS GWAC contract, such alteration or minor construction shall be deemed within the scope of this contract.

The expressed purpose of the VETS GWAC contracts is to provide ordering agencies a wide range of information technology support services using the latest technology and systems. It is not the intent of the VETS GWAC contracts to do "minor construction" unrelated to Information Technology requirements. Minor construction is considered as acceptable work under the VETS GWAC contracts **only** when it is **incidental** to a larger Information Technology task order.

In any event, the "minor construction" portion of an Information Technology task order issued against this contract may not exceed any statutory, regulatory, or policy limitations imposed by the Ordering Agency applicable to construction. For example, if the Ordering Agency regulates and/or imposes thresholds for the use of O&M dollars for "minor construction" imbedded in Task Orders for other than construction, those same limitations will apply to task orders issued against the VETS GWAC contracts.

The Davis-Bacon Act requirements apply to construction work to be performed as part of Information Technology task orders under this contract if-

- (1) The construction work is to be performed on a public building or public work;
- (2) The contract contains specific requirements for a substantial amount of construction work exceeding the monetary threshold for application of the Davis-Bacon Act (the word "substantial" relates to the type and quantity of construction work to be performed and not merely to the total value of construction work as compared to the total value of the contract); and
- (3) The construction work is physically or functionally separate from, and is capable of being performed on a segregated basis from, the other work required by the contract.

The Davis-Bacon Act requirements do not apply if-

- (1) The construction work is incidental to the furnishing of supplies, equipment, or services (for example, the requirements do not apply to simple installation or alteration at a public building or public work that is incidental to furnishing supplies or equipment under a supply contract; however, if a substantial and segregable amount of construction, alteration, or repair is required, such as for installation of heavy generators or large refrigerator systems or for plant modification or rearrangement, the requirements of this subpart apply); or

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- (2) The construction work is so merged with non- construction work or so fragmented in terms of the locations or time spans in which it is to be performed, that it is not capable of being segregated as a separate contractual requirement.

Should the Davis-Bacon Act apply to the construction portion of a Task Order, it is the responsibility of the Ordering Contracting Officer (OCO) to obtain the applicable Wage Rate Determinations from the Department of Labor.

C.9 ORDERING AGENCY STANDARDS

Each ordering agency/organizational component will specify the standards, which the Contractor shall follow in performance of a prospective task order. The Contractor shall be required to work according to the architectures, standards, guidelines, and procedures as stated in individual task orders, including, but not limited to, various standards as set forth in agency guidance.

C.10 NORTH AMERICAN INDUSTRIAL CLASSIFICATION SYSTEM (NAICS) CODES (OCT 2012)

The following NAICS codes are applicable to the VETS GWAC.

<u>541512</u>	<u>Computer Systems Design Services</u>
541511	Custom Computer Programming Services
541513	Computer Facilities Management Services
541519	Other Computer Related Services
518210	Data Processing, Hosting, and Related Services
611420	Computer Training

All the above mentioned codes are applicable to both Functional Areas of the VETS GWAC. This procurement is set-aside for small businesses. For the purposes of the VETS GWAC contract the primary NAICS Code is designated as 541512. The current size standard for NAICS Code 541512 is at www.sba.gov/sizestandards.

C.11 IT SUPPORT FUNCTIONAL AREAS

Separate and distinct contracts will be awarded in two (2) Functional Areas which will cover the full range of IT solutions. The Functional Areas, and examples of the types of tasks included, are listed below. Many types of tasks will overlap both Functional Areas and may be competed across both Functional Areas. Additional IT efforts, as required, can be obtained under this Statement of Work as long as the requirement fits within the scope of the designated NAICS Codes in C.10 and the Functional Areas specified herein.

C.11.1 FUNCTIONAL AREA ONE (1) – SYSTEMS OPERATIONS AND MAINTENANCE

- (1) Chief Knowledge Officer (CKO) Support
 - i) Informatics
 - ii) Knowledge Management
- (2) Configuration Management and Licensing
- (3) Database Design and Administration and Data Storage Management

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- i) Database Design
- (4) E-Business Planning and Support
- (5) Electronic Commerce (EC) and Electronic Data Interchange Support
- (6) Emerging Technologies
 - i) IT Research and Development
 - ii) Nanotechnology
- (7) Independent Verification and Validation
- (8) Information Architecture Analysis and Web Object Indexing
- (9) Information Management Life Cycle Planning/Support
 - i) Information Management Support
- (10) Integration Support
- (11) Internet System Architecture and Webmaster Support
 - i) Website Development and Support
- (12) Mainframe/Data Processing System Support
- (13) Media/Training Center/Video Teleconferencing Support
- (14) Network Support (including Interdepartmental Data Network (IDN), Local Area Networks (LAN), Wide Area Networks (WAN), Internet access, etc.)
 - i) Connectivity and IT infrastructure Support (including Data Networks, Interdepartmental Data Network (IDN), Local Area Networks (LAN), Wide Area Networks (WAN), Storage Area Networks (SAN))
- (15) Office Automation Support/Help Desk Support
- (16) Performance Measures and Metrics Planning
- (17) Seat Management
 - i) Systems Operations
- (18) Section 508 Compliance Assistance
- (19) Supply Chain Management (Logistics)
- (20) Systems Management Support
 - i) Information Systems Support
- (21) Technical Support
 - i) Computer Center Technical Support
- (22) Telemedicine
- (23) Test and Evaluation Support
- (24) Training, Training Development, and Training Center Support (including Computer Based Training)
 - i) Distance Learning
 - ii) Training Requirements Analysis and Planning
- (25) Virtual Data Center
 - i) Data Warehousing
- (26) Anti-Virus Management Service
 - i) Intrusion Detection and Prevention Service
 - ii) Virus Detection, Elimination, and Prevention
- (27) Biometrics
 - i) Smart Card Technologies
- (28) Computer Security Awareness, and Training
 - i) Computer Security Incident Response
 - ii) Computer Security Planning
 - iii) Security Policy Compliance
- (29) Disaster Recovery, Continuity of Operations, and Contingency Planning

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- i) Critical Infrastructure Protection
- ii) Hot-site and Cold-site Support Services
- iii) Incident Response Service
- iv) System Recovery Support Services
- (30) Hardware and Software Maintenance and /or Licensing
 - i) Software/Hardware Maintenance and /or Licensing
- (31) Independent Verification and Validation (Security)
 - i) Certification of Sensitive Systems
 - ii) Mainframe Automated Information Security Support
 - iii) Security for Small Systems, Telecommunications, and Client Service
- (32) Managed E-Authentication Service
- (33) Managed Firewall Service
- (34) Privacy Data Protection
- (35) Public Key Infrastructure (PKI)
 - i) Crypto Systems
 - ii) Digital Signature Technology
- (36) Secure Managed Email Service (SMEEMS)
- (37) Security Certification and Accreditation
- (38) Systems Vulnerability Analysis/Assessment and Risk Assessment
 - i) Quantitative Risk Analysis of Large Sensitive Systems
 - ii) Vulnerability Scanning Service

C.11.2 FUNCTIONAL AREA TWO (2) – INFORMATION SYSTEMS ENGINEERING

- (1) System and Software Design, Development, Engineering, and Integration
 - i) Software Development
 - ii) System Design Alternative Studies
 - iii) Software Distribution, Licensing, Maintenance
- (2) Information Technology (IT) Strategic Planning, Program Assessment, and Studies
 - i) Feasibility Studies
 - ii) Information Technology (IT) Strategic Planning and Mission Need Analysis
 - iii) Information Technology Organizational Development
 - iv) Information Technology Program Analysis, Assessments and Studies
 - v) Information Technology Research and Development
- (3) Automated Workflow System Development and Integration
- (4) Business Process Reengineering (BPR)
 - i) Benchmarking/Operational Capability Demonstrations
 - ii) Change Management
- (5) Chief Information Officer (CIO) Support
 - i) Enterprise Resource Systems Management
 - ii) Enterprise Resource Systems Planning
 - iii) Information Assurance Activities
 - iv) Information Operations
 - v) Inter/Intra-Agency Enterprise Resource Planning
- (6) Global Information Systems
- (7) Software Life Cycle Management (SLCM)
 - i) Cost Benefit Analysis, Cost Effectiveness Analysis
 - ii) Risk Analysis and Assessment

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- iii) Stakeholder Analysis
- iv) Total Cost of Ownership Studies
- (8) Software Engineering (SWE)
 - i) Software Quality Assurance
- (9) Customer Relationship Management
- (10) Information Technology Architecture (ITA) Support
- (11) Infrastructure Quality Assurance
- (12) Instructional Design, and Modeling & Simulation
- (13) SCE/CMM/CMMI Analyses and Implementation Support
- (14) Anti-Virus Management Service
 - i) Intrusion Detection and Prevention Service
 - ii) Virus Detection, Elimination, and Prevention
- (15) Biometrics
 - i) Smart Card Technologies
- (16) Computer Security Awareness, and Training
 - i) Computer Security Incident Response
 - ii) Computer Security Planning
 - iii) Security Policy Compliance
- (17) Disaster Recovery, Continuity of Operations, and Contingency Planning
 - i) Critical Infrastructure Protection
 - ii) Hot-site and Cold-site Support Services
 - iii) Incident Response Service
 - iv) System Recovery Support Services
- (18) Hardware and Software Maintenance and /or Licensing
 - i) Software/Hardware Maintenance and /or Licensing
- (19) Independent Verification and Validation (Security)
 - i) Certification of Sensitive Systems
 - ii) Mainframe Automated Information Security Support
 - iii) Security for Small Systems, Telecommunications, and Client Service
- (20) Managed E-Authentication Service
- (21) Managed Firewall Service
- (22) Privacy Data Protection
- (23) Public Key Infrastructure (PKI)
 - i) Crypto Systems
 - ii) Digital Signature Technology
- (24) Secure Managed Email Service (SMEMS)
- (25) Security Certification and Accreditation
- (26) Systems Vulnerability Analysis/Assessment and Risk Assessment
 - (i) Quantitative Risk Analysis of Large Sensitive Systems
 - (ii) Vulnerability Scanning Service

C.12 INTEGRATED SOLUTIONS AND DESCRIPTIONS

The Government requires assistance with integrated solutions and services. This section addresses all things integrated at all organizational levels as well as describing the functional requirements and provides information that the Contractor may need to know in order to perform the tasks.

C.12.1 FUNCTIONAL AREA ONE (1)

C.12.1.1 Chief Knowledge Officer (CKO) Support

The Chief Knowledge Officer is responsible for knowledge management within an organization. They are senior corporate executives with "knowledge" in their titles. In other words, we could assume that they had been appointed specifically to orchestrate a knowledge management program. They are all first incumbents in the role, most having been in office less than two years with their collective experiences.

C.12.1.1.1 Informatics

The study of information and the ways to handle it, especially by means of information technology (e.g. computers and other electronic devices). The study of the application of computer and statistical techniques to the management of information.

C.12.1.1.2 Knowledge Management

The use of computer technology to organize, manage, and distribute electronically all types of information, customized to meet the needs of a wide variety of users. The information is stored in a special database called a knowledge base and is used to enhance organizational performance. Capturing, organizing, and storing knowledge and experiences of individual workers and groups within an organization and making it available to others in the organization.

C.12.1.2 Configuration Management and Licensing

C.12.1.3 Database Design and Administration and Data Storage Management (C.11.1(3))

Database Design - The function of composing records, each containing fields together with a set of operations for searching sorting, recombining, and other functions. This includes determination of content, internal structure, and access strategy for a database, as well as defining security and integrity, and monitoring performance. A database is considered to be a collection of information organized in such a way that a computer program can quickly select desired pieces of data.

C.12.1.4 E-Business Planning and Support

C.12.1.5 Electronic Commerce (EC) and Electronic Data Interchange Support (C.11.1(5))

The Contractor shall provide resources to support, define, develop, and maintain electronic inter-organizational business networks. EC functions include, but are not limited to electronic exchange of requests for quotations, quotes, purchase orders, notices of award, electronic payments, document interchange, supporting databases, and other activities associated with the procurement and payment process. Guidance on the use of EC in the procurement process can be found in the Federal Acquisition Regulation.

C.12.1.6 Emerging Technologies

- C.12.1.6.1 IT Research and Development
- C.12.1.6.2 Nanotechnology

A field of science whose goal is to control individual atoms and molecules to create computer chips and other devices that is thousands of times smaller than current technologies permit.

C.12.1.7 Independent Verification and Validation

The Contractor shall provide technical resources to define, develop, and conduct Independent Validation and Verification (IV&V) Tests to assess: 1) the capacity of BPR to improve system services and capabilities; 2) Software Life Cycle Management (SLCM) functions; 3) the support provided for electronic commerce; and 4) other IV&V as required or identified in TO. Validation tests shall be designed to ensure that the software developed fully addresses the requirements established to provide specific system operation functions and capabilities. Verification testing shall be designed to determine whether the software code is logically correct for the operation functions for which it was designed. It is expected that the operational areas listed above will be contracted as separate IV&V tasks.

C.12.1.8 Information Architecture Analysis and Web Object Indexing

Analysis of the hardware and/or software, or a combination of hardware and software, of a system. The architecture of a system always defines its broad outlines, and may define precise mechanisms as well. Web Object Indexing is a website intended to enable a user to obtain other resources on the web. The web index may contain a search facility or may merely contain individual hyperlinks to the resources indexed.

C.12.1.9 Information Management Life Cycle Planning/Support

- C.12.1.9.1 Information Management Support

C.12.1.10 Integration Support

Assistance in assembling diverse hardware and/or software components together to work as a system.

C.12.1.11 Internet System Architecture and Webmaster Support

C.12.1.12 Mainframe/Data Processing System Support

C.12.1.13 Media/Training Center/Video Teleconferencing Support

The Contractor shall provide planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration services for multi-media and education centers. The Contractor shall also maintain a centralized technical assistance service that supports problem resolution and distributes general multi-media and learning information.

C.12.1.14 Network Support (including Interdepartmental Data Network (IDN), Local Area Networks (LAN), Wide Area Networks (WAN), Internet access, etc.)

The Contractor shall provide planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration services for all types of data networks, including, but not limited to, enterprise systems, the Interdepartmental Data Network (IDN) “backbone”, Local Area Networks (LAN), Wide Area Networks (WAN), client-server, Internet access, and videoconferencing. The Contractor shall also maintain a centralized technical assistance service that supports problem resolution and distributes general network information.

C.12.1.14.1 Connectivity and IT infrastructure Support (including Data Networks, Interdepartmental Data Network (IDN), Local Area Networks (LAN), Wide Area Networks (WAN), Storage Area Networks (SAN)

C.12.1.15 Office Automation Support/Help Desk Support

C.12.1.16 Performance Measures and Metrics Planning

C.12.1.17 Seat Management

The Contractor shall provide desktop computing as a service and the Government will purchase these services as a utility and will pay for them by the “seat.” The services include the entire suite of hardware, COTS software, connectivity, and support services required to deliver the support to the desktop.

C.12.1.18 Section 508 Compliance Assistance

Unless specifically exempted, all task orders issued under this contract shall comply with Section 508 of the Rehabilitation Act Amendments of 1998 to ensure IT accessibility to disabled persons. For information see the web site at www.section508.gov.

C.12.1.19 Supply Chain Management (Logistics)

The design and management of seamless, value-added processes across organizational boundaries to meet the real needs of the end customer. The development and integration of people and technological resources are critical to successful supply chain integration.

C.12.1.20 Systems Management Support

C.12.1.20.1 Information Systems Support

C.12.1.21 Technical Support

Computer Center Technical Support - The Contractor shall provide planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration services for computer centers. The Contractor shall also maintain a centralized technical assistance service that supports problem resolution and distributes general computer center information.

C.12.1.22 Telemedicine

Telemedicine refers to the information technology services in support of it, as opposed to the actual practice of medicine. Practice of medicine is clearly outside the scope of the VETS GWAC.

C.12.1.23 Test and Evaluation Support

C.12.1.24 Training, Training Development, and Training Center Support (including Computer Based Training)

C.12.24.1 Distance Learning

C.12.24.2 Training Requirements Analysis and Planning

C.12.1.25 Virtual Data Center

VDC provides a complete open-source, digital library system for the management, dissemination, exchange, and citation of virtual collections of quantitative data. The VDC functionality provides everything necessary to maintain and disseminate an individual collection of research studies: including facilities for the storage, archiving, cataloging, translation, and dissemination of each collection. On-line analysis is provided, powered by the R Statistical environment. The system provides extensive support for distributed and federated collections including: location-independent naming of objects, distributed authentication and access control, federated metadata harvesting, remote repository caching, and distributed "virtual" collections of remote objects.

Data Warehousing - The Contractor shall coordinate the collection of data designed to support management decision-making. Data warehouses contain a wide variety of data that present a coherent picture of business conditions at a single point in time. Development of a data warehouse includes development of systems to extract data from operating systems plus installation of a warehouse database system that provides managers flexible access to the data. The term data warehousing generally refers to the combination of many different databases across an entire enterprise.

C.12.1.26 Anti-Virus Management Service (AVMS)

Anti-Virus Management Service enables the detection and removal of system viruses. The service scans executable files, boot blocks and incoming traffic for malicious code. Anti-virus applications are constantly active in attempting to detect patterns, activities, and behaviors that may signal the presence of viruses. AVMS enables Agencies to procure anti-virus capabilities that protect their infrastructure.

C.12.1.26.1 Intrusion Detection and Prevention Service (IDPS)

Agency enterprise networks, like their commercial counterparts, continue to be challenged with increasing security risks. Intrusion Detection and Prevention Service (IDPS) will serve as a component of the Agency's security infrastructure by providing an extra layer of protection for its internal networks. IDPS is a security offering that helps reduce network service disruptions caused by malicious attacks.

C.12.1.26.2 Virus Detection, Elimination, and Prevention

The Contractor shall provide virus detection, elimination, and prevention support.

C.12.1.27 Biometrics

The Contractor shall provide biometrics services including the reading of the measurable, biological characteristics of an individual in order to identify them to a computer or other electronic system. Biological characteristics normally measured include fingerprints, voice patterns, retinal and iris scans, faces, and even the chemical composition of an individual's perspiration. For the effective "two-factor" security authorization of an individual to a computer system, normally a biometric measure is used in conjunction with a token (such as a smartcard) or an item of knowledge (such as a password). Biometrics might include fingerprints, retina pattern, iris, hand geometry, vein patterns, voice password, or signature dynamics. Biometrics can be used with a smart card to authenticate the user. The user's biometric information is stored on a smart card, the card is placed in a reader, and a biometric scanner reads the information to match it against that on the card. This is a fast, accurate, and highly secure form of user authentication.

C.12.1.27.1 Smart Card Technologies

C.12.1.28 Computer Security Awareness and Training

The Contractor shall provide computer security awareness and training.

C.12.1.28.1 Computer Security Incident Response

C.12.1.28.2 Computer Security Planning

C.12.1.28.3 Security Policy Compliance

C.12.1.29 Disaster Recovery, Continuity of Operations, and Contingency Planning

The Contractor shall provide disaster recovery, continuity of operations, and contingency planning support, including those for software applications, which are processed on various computer platforms (e.g., personal computers, mainframes, and mini-computers).

C.12.1.29.1 Hot-site and Cold-site Support Services

Contractor will provide disaster recovery sites, computer systems, network resources and technical professional services to support disaster recovery test exercises and disaster recoveries within twelve (12) hours of a disaster declaration, or when Government personnel occupy the contractor's recovery facility, whichever is sooner.

Contractor personnel assigned to support the customer's recovery exercises and recovery events shall be U.S. citizens and shall be subjected to background investigations to determine suitability for employment, and receive computer security awareness training in accordance with the Computer Security Act of 1987.

C.12.1.29.2 Critical Infrastructure Protection

C.12.1.29.3 Incident Response Service (INRS)

In an effort to combat cyber attacks and crime, Agencies intend to implement Incident Response Service (INRS) as part of their security portfolio. This offering is one of the security tools that will help in responding to potential malicious attacks that can lead to service disruptions. INRS allows Agencies to complement their in-house security expertise, or obtain outside assistance with a greater depth and breadth of experience.

INRS is comprised of both proactive and reactive activities. Proactive services are designed to prevent incidents. They include onsite consulting, strategic planning, security audits, policy reviews, vulnerability assessments, security advisories, and training. Reactive services involve telephone and on-site support for responding to malicious events such as Denial of Services (DoS) attacks; virus, worm, and trojan horse infections; illegal inside activities, espionage, and compromise of sensitive internal agency databases. INRS provides an effective method of addressing these security intrusions, thereby ensuring operational continuity in case of attacks. In addition, INRS provides forensics services that can assist in apprehending and prosecuting offenders.

C.12.1.29.4 System Recovery Support Services

The Contractor shall provide personnel resources to ensure a system recovery capability that will support Government goals and objectives. As a minimum, the Contractor must provide the capability for hot-site/cold-site recovery of all critical software programs and sensitive Government information. The requirements for system recovery support services will be based on the analysis of strategic planning factors; the strengths and weaknesses of the system, as obtained through threat assessment and risk analyses; and cost and benefit trade-offs.

C.12.1.30 Hardware and Software Maintenance and/or Licensing

The Contractor shall provide for software/hardware maintenance and/or software licenses from 3rd party vendors in support of tasks falling within this functional area.

C.12.1.31 Independent Verification and Validation (Security)

The Contractor shall provide technical resources to define, develop, and conduct Independent Validation and Verification (IV&V) Tests for Mainframe Automation Information Security; Certification of Sensitive Systems; and Security for Small Systems, Telecommunications, and Client Server. Validation testing shall be designed to ensure that the software developed fully addresses the requirements established to provide specific operation functions. Verification testing shall be designed to determine whether the software code is logically correct for the operation functions for which it was designed. It is expected that the operational areas listed above will be contracted as separate IV&V tasks.

C.12.1.31.1 Certification of Sensitive Systems

The Contractor shall provide support in the certification of sensitive systems.

C.12.1.31.2 Mainframe Automated Information Security Support

The Contractor shall provide operational and analytical support related to security for mainframe information assets.

C.12.1.31.3 Security for Small Systems, Telecommunications, and Client Service

The Contractor shall provide security for small systems, telecommunications, and client server support.

C.12.1.32 Managed E-Authentication Service (MEAS)

Managed E-Authentication Service (MEAS) provides Agencies with electronic authentication services in order to seamlessly conduct electronic transactions and implement E-Government initiatives via the Internet. The service enables an individual person to remotely authenticate his or her identity to an Agency Information Technology (IT) system. The service shall connect to Agency networking environments including, but not limited to Agency Demilitarized Zones (DMZs) and secure LANs. Managed E-Authentication Service consists of hardware and software components that provide for remote authentication of individual people over a network for the purpose of electronic government and commerce. The service provides for the electronic validation and verification of a user's identity and enables the use of electronic signatures over the Internet and other public networks.

C.12.1.33 Managed Firewall Service

Agencies intend to implement Managed Firewall Service in order to secure their internal networks. Similarly to commercial enterprises, Agencies face increasing network security risks, which they seek to mitigate. This offering is one of the security tools that will help reduce service disruptions caused by malicious access. Managed Firewall Service will prevent unauthorized access to or from private networks, such as Local Area Networks (LANs).

C.12.1.34 Privacy Data Protection

C.12.1.35 Public Key Infrastructure (PKI)

A type of electronic signature that is generally considered the most reliable and secure. Digital signatures use public key infrastructure (PKI) to authenticate the sender and verify the information contained in the document. With the passage of the electronic signatures act, digital signatures are expected to become increasingly popular for exchanging information, conducting transactions and signing contracts over the Internet. The Contractor shall provide a set of policies, processes, server platforms, software, and workstations used to administer certificates and public-private key pairs, including the ability to issue, maintain, and revoke public key certificates. The architecture, organization, techniques, practices, and procedures that collectively support the implementation and operation of a certificate-based public key cryptographic system. The PKI consists of systems which collaborate to provide and implement the PCS and possibly other related services. The term generally used to describe the laws, policies, standards, and software that regulate or manipulate certificates and public and private keys. In practice, it is a system of digital certificates, certification authorities, and other registration authorities that verify and authenticate the validity of each party involved in an electronic transaction.

C.12.1.36 Secure Managed Email Service (SMEMS)

Secure Managed Email Service (SMEMS) provides Agencies with a complete secure and fully managed email security solution. Email security solutions implemented at Agency gateways and desktops usually attempt to handle events that have already breached the network. Any delay in applying security updates to this infrastructure exposes the network to rapid outbreaks and dynamic threats. SMEMS offers an additional layer of protection by proactively scanning and monitoring email traffic at the contractor's security platform, before it enters the Agency's network. The service supports email security functions such as Anti-Virus Scanning, Anti-Spam Filtering, and Content Control. Security engines are continuously updated to maintain effectiveness against threats and inappropriate material. SMEMS works in conjunction with existing Agency email systems, and is implemented without additional investment in hardware and software at Agency sites.

C.12.1.37 Security Certification and Accreditation

C.12.1.38 Systems Vulnerability Analysis/Assessment and Risk Assessment

C.12.1.38.1 Quantitative Risk Analysis of Large Sensitive Systems

The Contractor shall provide support in performing quantitative risk analyses of large sensitive systems, generally including the risk analysis package as an attachment to the system security plan.

C.12.1.38.2 Vulnerability Scanning Service (VSS)

Vulnerability Scanning Service (VSS) allows agencies to conduct effective and proactive assessments of critical networking environments, and correct vulnerabilities before they are exploited. This offering helps to guard Agency systems and network infrastructure against emerging threats.

C.12.2 FUNCTIONAL AREA TWO (2)

C.12.2.1 System and Software Design, Development, and Integration

C.12.2.1.1 Software Development

A set of activities that results in software products. Software development may include new development, modification, reuse, re-engineering, maintenance, or any other activities that result in software products. Providing for project management, planning, design, building and implementation of client specific applications, taking responsibility for achieving contractually specified results.

C.12.2.1.2 System Design Alternative Studies

C.12.2.1.3 Software Distribution, Licensing, Maintenance

The Contractor shall provide for software maintenance and/or software licenses from 3rd party vendors in support of tasks falling within this functional area

C.12.2.2 Information Technology (IT) Strategic Planning, Program Assessment, and Studies

The Contractor shall provide resources to support in the development, analysis, and implementation of IT strategies, architectures, program planning and assessment, and risk, trade-off, requirements, alternatives, and feasibility studies that advance the goals and objectives of the Government.

C.12.2.2.1 Feasibility Studies

The Contractor shall provide resources to facilitate evaluation of a prospective project for the purpose of determining if the project should be undertaken. Feasibility studies normally consider the time, budget, and technology required for completion.

C.12.2.2.2 Information Technology (IT) Strategic Planning and Mission Need Analysis

C.12.2.2.3 Information Technology Organizational Development

C.12.2.2.4 Information Technology Program Analysis, Assessments and Studies

C.12.2.2.5 Information Technology Research and Development

The Contractor shall provide the resources to identify and research emerging technologies in the IT area. Based on this research, the Contractor shall develop and evaluate prototype solutions and present findings and recommendations to the Government for their consideration.

C.12.2.3 Automated Workflow System Development and Integration

The defined series of tasks within an organization to produce a final outcome. Sophisticated workgroup computing applications allow you to define different workflows for different types of jobs. The workflow software ensures that the individuals responsible for the next task are notified and receive the data they need to execute their stage of the process.

C.12.2.4 Business Process Reengineering

The Contractor shall provide resources to support in the development, analysis, and implementation of improvements in the flow of business, work, and program processes and tool utilization.

C.12.2.4.1 Benchmarking/Operational Capability Demonstrations

C.12.2.4.2 Change Management

C.12.2.5 Chief Information Officer (CIO) Support

Typically, a CIO is involved with analyzing and reworking existing business processes, with identifying and developing the capability to use new tools, with reshaping the enterprise's physical infrastructure and network access, and with identifying and exploiting the enterprise's knowledge resources. Many CIOs head the enterprise's efforts to integrate the Internet and the World Wide Web into both its long-term strategy and its immediate business plans.

C.12.2.5.1 Enterprise Resource Planning Systems Development and Integration

An approach to organizational integration management that relies on integrated application software to provide data on all aspects of the enterprise, such as finance, inventory, human resources, sales, etcetera. The objective of an Enterprise Resource Planning Systems is to provide data, when as needed, to enable an entity to monitor and control its overall operation.

- C.12.2.5.2 Enterprise Resource Systems Management
- C.12.2.5.3 Enterprise Resource Systems Planning
- C.12.2.5.4 Information Assurance Activities
- C.12.2.5.5 Information Operations
- C.12.2.5.6 Inter/Intra-Agency Enterprise Resource Planning

C.12.2.6 Global Information Systems

C.12.2.7 Software Life Cycle Management (SLCM)

The Contractor shall provide resources to support any or all phases and stages of SLCM, including planning, analysis, troubleshooting, integration, acquisition, installation, operation, maintenance, training, documentation, and administration. The Contractor may be responsible for obtaining and/or supporting the necessary software, hardware, firmware, resources, etc. required for a system project.

- C.12.2.7.1 Cost Benefit Analysis, Cost Effectiveness Analysis
- C.12.2.7.2 Risk Analysis and Assessment
- C.12.2.7.3 Stakeholder Analysis
- C.12.2.7.4 Total Cost of Ownership Studies

C.12.2.8 Software Engineering

The Contractor shall provide software engineering support (including planning, analysis, design, evaluation, testing, quality assurance, and project management) in the application of computer equipment through computer programs, procedures, tools, and associated documentation.

- C.12.2.8.1 Software Quality Assurance

C.12.2.9 Customer Relationship Management

CRM entails all aspects of interaction a company has with its customer, whether it is sales or service related.

C.12.2.10 Information Technology Architecture (ITA) Support

C.12.2.11 Infrastructure Quality Assurance

C.12.2.12 Instructional Design, and Modeling & Simulation

The Contractor shall provide instructional design, and modeling & simulation. Instructional Design is the systematic development of instructional specifications using learning and instructional theory to ensure the quality of instruction. It is the entire process of analysis of learning needs and goals and

the development of a delivery system to meet those needs. It includes development of instructional materials and activities; and tryout and evaluation of all instruction and learner activities. Instructional Design is that branch of knowledge concerned with research and theory about instructional strategies and the process for developing and implementing those strategies. Instructional Design is the science of creating detailed specifications for the development, implementation, evaluation, and maintenance of situations that facilitate the learning of both large and small units of subject matter at all levels of complexity. Instructional Design can start at any point in the design process. Often a glimmer of an idea is developed to give the core of an instruction situation. By the time the entire process is done the designer looks back and she or he checks to see that all parts of the "science" have been taken into account. Then the entire process is written up as if it occurred in a systematic fashion.

C.12.2.13 SCE/CMM/CMMI Analyses and Implementation Support

SOFTWARE CAPABILITY EVALUATION (SCE) -- It may be necessary on certain task orders to perform software capability evaluations (SCE). The Government may use the SCE developed by the Software Engineering Institute (SEI) Carnegie Mellon University (CMU) www.sei.cmu.edu, Pittsburgh, PA, 15213, in evaluating the contractor's/subcontractor's task order proposal. The SCE level required will be specified in individual task orders.

CAPABILITY MATURITY MODEL (CMM) -- The Capability Maturity Model for Software (or SW-CMM) is used for judging the maturity of the software processes of an organization and for identifying the key practices that are required to increase the maturity of these processes.

CAPABILITY MATURITY MODEL INTEGRATION (CMMI) -- The Capability Maturity Model Integration (CMMI) provides models for achieving product and process improvement. The output of the CMMI project is a suite of products, which provides an integrated approach across the enterprise for improving processes, while reducing the redundancy, complexity and cost resulting from the use of separate and multiple capability maturity models (CMMs). To improve the efficiency of model use and increase the return on investment, the CMMI project was created to provide a single integrated set of models.

C.12.2.14 Anti-Virus Management Service (AVMS)

Reference Section C.12.1.26 for description.

C.12.2.15 Biometrics

Reference Section C.12.1.27 for description.

C.12.2.16 Computer Security Awareness and Training

Reference Section C.12.1.28 for description.

C.12.2.17 Disaster Recovery, Continuity of Operations, and Contingency Planning

Reference Section C.12.1.29 for description.

C.12.2.18 Hardware and Software Maintenance and/or Licensing

Reference Section C.12.1.30 for description.

C.12.2.19 Independent Verification and Validation (Security)

Reference Section C.12.1.31 for description.

C.12.2.20 Managed E-Authentication Service (MEAS)

Reference Section C.12.1.32 for description.

C.12.2.21 Managed Firewall Service

Reference Section C.12.1.33 for description.

C.12.2.22 Privacy Data Protection

C.12.2.23 Public Key Infrastructure

Reference Section C.12.1.35 for description.

C.12.2.24 Secure Managed Email Service

Reference Section C.12.1.36 for description.

C.12.2.25 Security Certification and Accreditation

C.12.2.26 Systems Vulnerability Analysis/Assessment and Risk Assessment

Reference Section C.12.1.38 for description.

C.13 INFORMATION SYSTEM SECURITY (ISS)

The General Services Administration, other civilian Federal Agencies, the Department of Defense, federally recognized Native American tribes, and state and local Government entities require assistance in developing ISS products, including implementation. ISS addresses the security of information and computing resources at all organizational levels. All security requirements were included in both Functional Area One (1) and Functional Area Two (2). The descriptions in Section C.11 describe the ISS functional requirements and cover the location, source, and contact for any other information that the Contractor may need to know in order to perform ISS tasks. This includes the results of any previous audits, reviews, studies, certifications, risk, and vulnerability analyses, etc. that address the computer security of a system(s). All work completed under this contract shall comply with the latest versions of all applicable agency ISS guidance (e.g., Office of Management and Budget (OMB) circulars, General Services Administration (GSA) issuances, Public Laws (PLs), American National Standards Institute (ANSI) standards, and National Institute of Standards and Technology (NIST) standards, including Federal Information Processing Standards (FIPS) publications. Also, individual task/delivery orders will reference applicable versions of standards or exceptions as necessary.

SECTION D

PACKAGING AND MARKING

D.1 GENERAL

The requirements of this Section D apply when supplies are included in an order. The ordering Agency may include additional packaging and marking requirements, other than those enumerated in this section, on individual orders. **In the event of conflict between an order and this contract, the contract shall control.**

D.2 PACKING, MARKING AND STORAGE OF EQUIPMENT

All packing, marking and storage expenses which are incidental to Contractor's shipping of the materials under this Contract shall be made at the contractor's expense (and not on a reimbursable basis).

D.3 552.211-73 MARKING (FEB 1996)

(a) General requirements. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the Contract. Additional marking requirements may be specified on Orders issued under this Contract. If not otherwise specified, interior packages and exterior-shipping containers shall be marked in accordance with the following standards:

(1) Deliveries to civilian activities. Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) Deliveries to military activities. Supplies shall be marked in accordance with Military Standards 129, edition in effect on the date of issuance of the solicitation.

(b) Improperly marked material. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor, to perform the required marking, by contract or otherwise, and charge the Contractor therefor the reasonable actual cost of that performance. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

D.4 552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specifications. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall

be of uniform size and content, except for residual quantities. Where special packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering agency and the Contractor.

D.5 552-211-77 PACKING LIST (FEB 1996)

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

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

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

- (1) Cardholder name and telephone number and
- (2) The term "Credit Card."

D.6 Equipment Removal

Unless otherwise specifically addressed in an Order issued hereunder, the Contractor shall be solely responsible for removing (at its expense, not on a reimbursable basis) within ninety (90) days after expiration or earlier termination of the applicable Task Order, all of its personal property (e.g., equipment, supplies, etc) which it has placed at Government premises during the course of performance for the applicable Order.

SECTION E
INSPECTION AND ACCEPTANCE

E.1 GENERAL

The ordering Agency may include additional inspection and acceptance requirements, other than those enumerated in this section, such as: (1) higher level contract quality requirements, (2) specifically tailored acceptance testing procedures, and (3) quality assurance plans. . **In the event of conflict between an order and this contract, the contract shall control.**

Some orders may have work containing a combination of fixed-price (FP), time-and-materials (T&M), and labor-hour (LH) terms. The ordering Agency is responsible for identifying the applicable order type(s), which must be stated in the order.

E.2 FAR 52.252-2 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

CLAUSE	CLAUSE TITLE	DATE	FP	TM/ LH
52.246-2	Inspection of Supplies—Fixed Price –	AUG 1996	x	
	Alternate I (July 1985).	July 1985		
52.246-4	Inspection of Services—Fixed Price	AUG 1996	x	
52.246-6	Inspection—Time And Material And	MAY 2001		x
	Labor-Hour			
52.246-12	Inspection Of Construction	AUG 1996	x	
52.246-15	Certificate Of Conformance	APR 1984	x	
52.246-16	Responsibility of Supplies	APR 1984	x	

SECTION F

DELIVERIES OR PERFORMANCE

F.1 GENERAL

The Ordering Agency may include additional deliveries or performance requirements in orders, other than those enumerated in this section, such as (1) optional FAR clauses, (2) agency clauses, or (3) order specific clauses. **In the event of conflict between an order and this contract, the contract shall control.**

Some orders may have work containing a combination of fixed-price (FP), time-and-material (T&M), and labor-hour (LH) terms. The ordering Agency is responsible for identifying the applicable order type(s), which must be stated in the order.

Where alternate clauses and/or portions of clauses are listed, their FAR prescription for use controls their applicability in orders.

F.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. The full text of a clause may be accessed electronically at <https://www.acquisition.gov/far/index.html>.

CLAUSE	CLAUSE TITLE	DATE	FP	T&M/ LH
52.242-15	Stop-Work Order	AUG 1989	x	
52.242-15	Stop-Work Order Alternate I	APR 1984		
52.242-17	Government Delay of Work	APR 1984	x	
52.247-34	F.O.B. Destination	NOV 1991	x	x
52.247-35	F.O.B. Destination with Consignees Premises	APR 1984	x	

F.3 TERM OF CONTRACT AND ORDERS

The base term of this contract is five (5) years with one five-year option period. The total duration of this contract, including the exercise of any options, shall not exceed ten (10) years from the date of Contract Award.

Orders may only be issued during the contract's five year base period or the five year option period, if exercised. Those periods of time shall be called the "Contract Ordering Period" (COP). At all times each order's terms shall be consistent with its appropriation. For example, a severable task order may be issued for the balance of a fiscal year and then must be built with option periods contingent upon the availability of future year funds, whereas a non-severable task order may be issued for a period of time commensurate with the appropriation's terms (with or without options), but may not exceed the COP by more than 36 months. If an awardee's size status changes as a result of size status recertification at the contract option period such that the contract option isn't exercised, order performance may still be completed, and order option's may still be exercised. The Government will change the Federal Procurement Data System classification for the contract award such that the options are credited as work with a large business. The COP is the same as the order issue period referenced in FAR 52.216-18 in Section I of this contract.

SECTION G

CONTRACT ADMINISTRATION DATA

The Contractor shall provide all management, administrative, marketing, quotation, proposal, clerical and supervisory functions and actions required for effective and efficient Contract administration without direct cost to the Government.

G.1 GENERAL

The following paragraphs shall be applicable to all Task Orders issued under this contract. Any additional requirements will be specified in individual Task Orders.

G.2 AUTHORITY

G.2.1 GSA PROCURING CONTRACTING OFFICER (PCO)

The right to issue contract modifications, change the terms and conditions of the basic contract, terminate the contract, exercise option renewals, and approve teaming arrangements and contract administration is reserved to the PCO unless otherwise delegated in writing to an Administrative Contracting Officer (ACO).

The Procuring Contracting Officer will provide to the contractor in writing the Government personnel to whom they have delegated responsibility and authority under the contract. These personnel are responsible for ensuring compliance with the terms of the contract, orders issued against the contract, and ensuring adherence to all appropriations law.

For this contract, the PCO is located at the following address:

General Services Administration
Federal Acquisition Service
Small Business GWAC Center
2300 Main Street
Kansas City, MO 64108

Additional responsibilities of the PCO include, but not limited to:

- (1) Appointing Administrative Contracting Officers (ACO) as appropriate
- (2) Issuing Ordering Contracting Officer (OCO) delegations of procurement authority and Notifying Industry Partners of delegations
- (3) Granting contract waivers
- (4) Reviewing sole source requirements
- (5) Approving all Industry Partners Teaming Arrangements
- (6) Managing a Past Performance Database

G.2.2 GSA PROGRAM MANAGER (PM)

The GSA Program Manager (PM) will provide centralized technical oversight and management regarding VETS GWAC contracts to the Contractors, other GSA personnel, and their designated customers. The GSA Program Manager is the representative for the GSA Small Business GWAC Center. Unless specifically identified by GSA, this will be the PCO.

G.2.3 ORDERING CONTRACTING OFFICER (OCO)

G.2.3.1 APPOINTMENT OF THE OCO

The GSA Procuring Contracting Officer (PCO) will delegate OCO duties to Contracting Officers to assure orderly performance of Task Orders. This designation is processed through a Delegation of Contract Ordering Authority (DCOA) and must be requested by the ordering agency through the PCO. The general process for requesting a DCOA is to e:mail the PCO from a “.gov” or “.mil” e:mail account (ending in that nomenclature) requesting it and to provide a copy of the warrant for all parties desiring to be an OCO. Training will be scheduled and must be completed satisfactorily by the designated OCO(s). Upon completion of those prerequisites, a DOCA document will be issued for signature. Once returned and executed by the PCO, and then returned to the newly appointed OCO, the OCO may proceed to use the GWAC. All contracting officers must obtain a Delegation of Contract Ordering Authority from the GSA PCO to issue, modify, and terminate Task Orders under this contract prior to using it. The contractor shall direct all written inquiries, pertaining to specific Task Orders, of a technical or non-technical nature through the OCO. The PCO is available if an OCO is not responsive.

G.2.4 OCO's REPRESENTATIVE

The Ordering Contracting Officer will appoint a Contracting Officer's Representative (OCO COR or OCO COTR) in writing for each Task Order. The OCO COR will receive all work called for by the Task Order for the Government and will represent the OCO in the technical phases of the work. The OCO COR will provide no supervisory or instructional assistance to Contractor personnel.

The OCO COR is not authorized to change any of the terms and conditions of the Contract or the Task Order. Changes in the scope of work of the Task Order will be made only by the OCO by properly executed modifications to the task order.

G.3 SUPERVISION

The contractor shall provide supervision for all contractor personnel on Task Orders. The Government will have no direct supervision over contractor personnel. Government actions with respect to contractor personnel will conform to all applicable

policies, regulations, and law including the Federal Acquisition Regulation Part 37. Contractor employees working under this contract and resultant Task Orders must wear identification that clearly identifies them as contractor employees that identifies the company they represent.

G.4 NOTIFICATION OF TASK ORDER CHANGE

If in the Contractor's opinion, the OCO requests or indicates an expectation of effort which would justify or require an equitable adjustment to the applicable Task Order, the Contractor shall promptly notify the OCO for the Task Order in question in writing, pursuant to FAR 52.243-7 Notification of Changes, but take no other action on that request or effort until the OCO for the applicable Task Order has issued an appropriate contract administration action for the Task Order, or otherwise resolves the issue. Failure to follow the Notification of Changes procedure at the Task Order level shall be solely at the Contractor's risk.

G.5 RESERVED

G.6 TASK ORDER PRICING/COST

All Task Orders issued against this contract shall be priced out/"costed" out consistent with the identified order terms (FP, T&M or LH and any incentives – or combination thereof – in accordance with the FAR). The Contractor shall not accept unpriced Task Orders.

G.7 RESERVED

G.8 BILLING DISPUTES

All billing disputes arising under or otherwise relating to this Contract or any Task Order issued hereunder shall be resolved pursuant to the procedure set-forth in FAR Clause 52.233-1 Disputes. The OCO for the applicable Task Order is the Contracting Officer for purposes of receiving and processing a claim, and rendering a final decision, as applicable.

For those disputed amounts for which the Contracting Officer issues a decision under the Contracts Disputes Act (CDA), the Government will withhold from a subsequent invoice an amount equivalent to the disputed amount. This type of dispute is a CDA contract dispute to be managed by the Contracting Officer.

G.9 TASK ORDERS (OCT 2012)

At a minimum, the following paragraphs shall be applicable to all Task Orders (TO) issued under this Contract. Additional requirements may be specified in each TO.

Any supplies and services to be furnished under this contract shall be ordered by issuance of written Task Orders. All Task Orders issued under this contract shall be issued in accordance with FAR 16.505 Ordering and the following:

(1) OCOs and contractors must develop a complete integrated understanding of the contract. Certain topics are repeated in various contract sections, often with unique content in each.

(2) All costs associated with preparation, presentation, submission and/or discussion of the Task Order proposals and quotations will be at the contractor's expense (at no direct cost to the government).

(3) No work shall be performed and no payment shall be made except as authorized by a Task Order.

(4) A Task Order is issued when the Government transmits the Task Order to the contractor.

(5) Orders will be within the scope of the contract, will be issued within the period of performance, will be within the maximum value of the contract and will follow the fair opportunity process.

(6) Orders will be placed with the contractor selected by the ordering Agency following established ordering procedures. Orders may be placed using any channel that provides fair opportunity. Such channels/systems as ITSS, <https://portal.fas.gsa.gov>, e-buy (www.gsa.gov/ebuy or <https://www.ebuy.gsa.gov/>), and a contractor provided e-mail account (that remains constant for the life of the GWAC, so it shouldn't in one person's name, but rather a general e: mail for the firm, perhaps one set up specifically for this purpose), and facsimile are viable. Contractors shall maintain their registrations and accounts in the various systems identified by GSA as "fair opportunity channels", and should diligently monitor them for opportunities. This applies to GSA E-Library too, although it is not a fair opportunity channel. The Government reserves the right to select a single fair opportunity channel after award if it deems it is in its best interest.

(7) Only an authorized and delegated OCO can issue an order under this contract.

(8) All costs associated with post issuance order administration (including applicable personnel cost allocations by TO) shall not be chargeable to the Government as a direct cost. The Contractor is responsible for determining the most appropriate method for inclusion of such costs in indirect pools based on its standard accounting practices.

G.9.1 FAIR OPPORTUNITY PROCESS

(1) Authorized users (or GSA acting on their behalf) will use the fair opportunity process specified in FAR Subpart 16.505(b)(1) in selecting order contractors.

(2) Ordering Contracting Officers from the Agencies will develop and document the process according to FAR standards. OCOs should review and become very familiar with FAR 16.505.

(3) Competitive order contractor selection criteria will be established by the OCO.

(4) Tradeoff or low price - technically acceptable evaluations are authorized.

(5) Price is always a required evaluation factor for source selection based upon merit.

(6) Past performance is always a required evaluation factor for task orders estimated to be valued at over \$100,000.00.

(7) The Government may require oral presentations.

(8) The Government may evaluate quotations and proposals without discussions.

(9) Formal evaluation plans or rating of quotes or offers is not required. However, the amount of acquisition planning, evaluation and documentation should be commensurate with the estimated value, inherent risk of performance and importance of the order. For example, the Agency's initial selection of which contractor to utilize should have substantially more planning and evaluation for a higher risk, higher valued order than on a lower risk, lower valued one.

(10) Use of any method (such as allocation or designation of any preferred contractor) that would result in fair consideration not being given to all FA contractors is prohibited.

(11) Use of a multi-phased approach when effort required to respond may be resource intensive is possible – the OCO should confer with the PCO on implementation. Generally, the best practice is to send out an initial notification to all FA based contractors stating a concise requirement synopsis with salient characteristics. Contractors will be afforded a short time in which to elect to “opt in” or “opt out” of receiving the formal RFQ or RFP. Failure to opt in constitutes opting out. Contractors opting in would be sent the formal RFQ or RFP.

(12) Formal RFQs or RFPs should afford offerors a reasonable period of time to respond to, taking into account the unique requirement circumstances – and the OCO will establish that time frame. Contractors are not required to quote or propose for task orders (this does not void the minimum revenue requirement). Time should be allotted to promote competition.

(13) When the Ordering Agency or GSA on the Agency's behalf, makes its decision, the OCO shall document in the order file the rationale for placement and price of each order (price analysis/a price reasonableness determination is always required for FP, T&M and LH work ***), including the basis for order contractor selection and the rationale for any tradeoffs among cost or price and non-cost considerations. Best evaluation practices and agency specific guidance should be followed. The order file shall also identify the basis for using any of the four exceptions to the fair opportunity process. If the OCO uses the logical follow-on exception, the rationale shall describe why the relationship between the initial order and the follow-on qualifies for the exception (the original competition must have been under the same GWAC.) It is the Agency's responsibility to produce and maintain the required documentation for each order regardless of the dollar value of the order.

(14) Following the order placement decision and the documentation of the decision, the ordering Agency or GSA on the Agency's behalf will place the order with the selected contractor.

(15) There must remain at least three active contracts in a FA for the FA to be utilized for Fair Opportunity Competition. If the number of qualified awardees in a FA falls below three, it will act as a stay to the utilization of those less than three contracts for new order competition (but not for issued task orders or for those new orders issued under a bona-fide Fair Opportunity Exception) until such a time as three contract awards in the FA are in effect. The Government will make efforts to maintain the minimum level of three contract awardees per functional area through an open season (and may conduct an open season then without consideration of number of awardees remaining in the FA award pool when in it is in the Government's interest) at the option period, and from time to time, with the understanding that doing so remains at the Government's discretion and that the length of any open season acquisition cycle is a matter subject to many variables outside of the Government's control. No specific promises regarding open season timing, duration or outcomes are expressed or implied.

G.9.2 EXCEPTIONS TO THE FAIR OPPORTUNITY PROCESS (OCT 2012)

Orders may be issued on a sole-source basis whenever circumstances warrant the exercise of any exception set forth in FAR Subpart 16.505(b)(2). In accordance with FAR 16.505(b)(2) fair opportunity need not apply to orders that are under \$2,500, and is excepted for service orders above \$2,500 where the Contracting Officer determines that:

- (1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
- (2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
- (3) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
- (4) It is necessary to place an order to satisfy a minimum guarantee.
- (5) For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source. (6) In accordance with section 1331 of Public Law 111-240 ([15 U.S.C. 644\(r\)](#)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in [19.000\(a\)\(3\)](#). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in part [19](#) apply.

As with any decision under the fair opportunity process, OCO must document the use of any exception to the Fair Opportunity Process. Certain Agencies may

place additional Agency requirements for use of an exception to the fair opportunity process. In all instances the Agency or the Agency conducting the fair opportunity process on behalf of another Agency, must fulfill the requiring Agency's additional requirements for use of an exception and the documentation required.

G.9.3 ORDER CONDITIONS

Funding for each Order shall be contained in the Order and not in the Contract. The contract minimum guarantee is intended to be met by Orders and not by an outright payment from the SBSDC. Issuance of a single Order or a series of Orders having a cumulative value equal to or greater than the minimum guarantee satisfies the minimum guarantee.

Services will be Ordered by issuance of written Orders on GSA Form 300, Standard Form 1449 or DD Form 1155. Other Agency specific forms may be considered for approval by the PCO on a case-by-case basis. Oral Orders are not authorized. Facsimile issuance of Orders is authorized and such Orders are considered to be properly issued when error free transmission is complete.

No work will be performed, no debt or obligation accrued and no payment will be made except as authorized by a bona-fide written Order signed by a duly warranted and delegated OCO. Contractors work AT RISK if they perform work under an order that is not bona-fide or is not signed by a duly warranted and delegated OCO – and should implement the necessary checks and balances within their organizations to ensure that doesn't occur.

A bona-fide Order will include all of the following elements as applicable, the lack of a single applicable element makes an Order defective. Non bona-fide Orders shall be brought to the immediate attention of the PCO and all Government personnel listed on the face of the Order for dispositioning:

- Date of Order
- GSA Contract number
- Government Order number
- Appropriation and accounting data
- Description of service(s) to be performed (preferably a performance based statement of work)
- Period(s) of performance, performance timeframe(s) and performance deadline(s)
- Place(s) of performance
- Price/risk arrangements (order terms, i.e. FP or T&M)
- Definitized order pricing
- Definitized ceilings, if any
- Signature of duly warranted and delegated OCO

- Billing/Invoice address
- Name of issuing Agency
- Name, signature and phone number of OCO
- Name of Client Agency (if different from issuing Agency)
- Name of Contractor

The Contractor shall be bound by the terms and conditions in the Contract and in Orders. Every effort shall be made to find the terms and conditions of an Order meaningful and in harmony with/as complementary to those of the Contract. In the event of a conflict between a term in an Order and in the Contract, the Contract shall control. Patent conflicts should be resolved during the RFQ/RFP process, else the risk inheres to the contractor.

Only the PCO is authorized to modify any Contract terms and conditions.

Any required change to an issued Order may only be made in writing by a duly warranted and delegated OCO with proper delegated authority.

G.10 PROTESTS AND COMPLAINTS (MAR 2009)

No protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under this contract, (1) except for a protest on the grounds that the order increases the scope, period, maximum value of the contract (10 U.S.C. 2304c(d) and 41 U.S.C. 253j(d)) or (2) A protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures

An order ombudsman has been appointed to review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures set forth above. The order ombudsman is a senior GSA official who is independent of the GSA Contracting Officer. The order ombudsman does not have the authority to overturn ordering decisions or to adjudicate formal contract disputes.

The Ombudsman will be responsible for the duties described at FAR 16.505(b)(5). The Ombudsman for GSA is:

**Order Ombudsman
U.S. General Services Administration
Office of Acquisition Policy
1800 F Street, N.W.
Washington, DC 20405**

G.11 RESERVED

G.12 INVOICE SUBMISSION

Proper invoices shall be submitted to the address designated in orders in accordance with the clauses in Section E and I.

Only original invoices shall be submitted. Invoices must be plainly marked with the heading "**Invoice**" or substantially similar. Invoices marked "**Statement**" or similar are not acceptable and will not be processed.

Invoices must contain the following or they will be rejected. Ordering agencies may specify additional mandatory invoice data elements:

- Description of line items, unit prices, quantities and extended prices conforming to their structure in the applicable Order
- Total invoice amount
- Prompt payment discount offered
- Name of the business concern and invoice date
- Government Order number
- GSA Contract number
- Government Project Number & Title
- Accounting Control Transaction (ACT) number (for GSA FTS Orders)
- Period of Performance covered
- Contractor Invoice Number
- Government Client name and address
- Name, title, phone number, and complete mailing address of the responsible Contractor official to whom payment is to be sent. The "remit to" address must correspond to the remittance address in the Contract
- Information necessary to enable the Government to make payment by wire transfer

Charges not specifically authorized in a bona-fide Order by the Government shall not be paid.

Copies of Contractor paid invoices and receipts shall be maintained by the Contractor for the life of the Contract, for three years thereafter, and made available to the Government at no direct cost to the Government upon request.

Invoices for final payment must be identified as such and submitted when Order requirements have all been completed and no further charges are to be incurred. A copy of the written client acceptance of completion must be attached to final invoices.

G.13 RESERVED

G.14 RESERVED

G.15 CONTRACT/TASK ORDER CLOSEOUT

The OCO will be responsible for closing out their orders. Notification that a closeout of a Task Order is completed must be provided to the PCO. Order closeout will be accomplished within the guidelines set forth in:

- FAR Part 4 Administrative Matters
- FAR Part 42 Contract Administration and Audit Services

The OCO will determine that the following conditions have been met:

- (1) The contractor has completed provision of the required services, service has been terminated, and no additional deliverables will be provided.
- (2) The contractor's final invoice has been submitted.
- (3) The contractor has been paid and all billing dispute issues have been resolved.
- (4) The Task Order is neither in litigation nor under appeal.
- (5) The Task Order period has expired.

The contractor agrees to work in partnership with the contracting officer to closeout Task Orders as soon as possible after they are physically complete by using the "Quick Closeout" procedures described in FAR 42.708 as much as practical. Since this is primarily a services contract, it is anticipated that the costs under non-labor CLINS are to be an insignificant amount to the extent that will allow for the provisional rates established to be used as the basis to negotiate final costs on Non-Fixed-Price Task Orders issued under the contract. However, the OCO for each Task Order has the authority to require an audit of final indirect rates, as provided in FAR 52.232-7, when determined necessary to protect the Government's interest.

G.16 REPORTING REQUIREMENTS

G.16.1 RESERVED

G.16.2 REGULAR CONTRACTOR REPORTING

G.16.2.1 CONTRACT STATUS REPORT (April 2010)

This report shall detail all financial, staffing and vacancies, training, marketing, and problems contract-wide by calendar **quarter** (January 1–March 31, April 1–June 30, July 1–September 30, and October 1–December 31). The contract status report shall reflect same dollar values reported on the Subcontracting Report (see G.17). The report is due within 30 calendar days following the end of the reporting quarter to the Small Business GWAC Center via e-mail. **Reports of “0” sales shall be included in the Contract Status Report.**

G.16.2.2 CONTRACTOR SALES REPORTING AND CONTRACT ACCESS FEE REMITTANCE and REPORTING (Dec 2015)

(a) Sales and Invoice Data Reporting

The Contractor shall electronically register and report all task orders under this contract at <http://portal.fas.gsa.gov> in the Contract Payment and Reporting Module (CPRM). Instructions are included at the website. “Sales” means the dollar amount of the task order, and “Invoice data” means invoice data. The acceptable points at Invoice data may be reported are when payment is received or invoices remitted in accordance with this contract. The contractor shall maintain a consistent accounting method of invoice reporting.

The contractor shall accurately report the dollar value, in U. S. dollars by calendar quarter (January 1–March 31, April 1–June 30, July 1–September 30, and October 1–December 31).

The contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the “Treasury Reporting Rates of Exchange” issued by the U.S. Department of Treasury, Financial Management Service. The contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Services, International Funds Branch, Telephone: 202-874-7994, Internet: <http://www.fms.treas.gov/intn.html>.

The report is due within 30 calendar days following the end of the reporting quarter. The contractor shall continue to furnish quarterly reports, including “zero” sales, as follows:

“0” sales information shall be included in the Contract Status Report which is sent by e-mail to vetsgwac@gsa.gov.

Reporting will be by contract at the Task Order level. All non-IT Solutions Shop task order award and modification data shall be reported in the CPRM by calendar quarter (January 1–March 31, April 1–June 30, July 1–September 30, and October 1–December 31). Award/Modification data includes, but is not limited to:

(1) Contractor Name

- (2) Basic Contract Number
- (3) Order Number
- (4) Award/Modification Date
- (5) Award/Modification Obligated Amount
- (6) Period of Performance
- (7) Order Type(s)
- (8) Issuing OCO
- (9) Use of non-standard/specialized labor categories

Note: Order/Modification Award data issued by GSA Assisted Acquisition Service (AAS) through ITSS will automatically populate in the CPRM.

Failure to submit required reports or the falsification of reports is sufficient cause for the Government to terminate the contract for default under the termination provisions of this contract.

(b) Contract Access Fee Remittance and Reporting

The Contract Access Fee reimburses GSA's Federal Acquisition Service (GSA FAS) for the costs of operating the GWAC program. The CAF represents a percentage of the total quarterly sales reported. The CAF is currently 3/4 % or .0075.

The CAF percentage is set at the discretion of GSA's FAS. FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of any change. FAS will provide notice of any changes to all contract holders.

The contractor shall remit the CAF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter. Final CAF payment is due within 30 calendar days after physical completion of the last outstanding Task Order under the contract.

Invoice Data – The contractor shall report data from each remitted or paid invoice within 30 calendar days after the end of the reporting quarter. (As stated above, the acceptable points at which sales and invoice data may be reported are when payment is received or invoices remitted in accordance with this contract. The contractor shall remain consistent in method chosen.) It is essential that the contractor submit CAF payments based on reported data. (Refer to CAF Payment Data) Data includes, but is not limited to:

- 1. Contractor Invoice Number
- 2. Date Issued
- 3. Invoiced Amount

Zero Invoice Data: For all active Task Orders, if no Invoice Data was remitted or paid during a required reporting period for a specific task order, the contractor shall report

zero dollars (\$0) in the “Zero Invoice Data” screen located in the CPRM system for that particular task order number.

CAF Payment Data – The contractor shall report all CAF payments, in the CPRM (<http://portal.fas.gsa.gov>) system within 30 calendar days after the end of the reporting quarter. It is essential that the contractor submit CAF payments based on reported Invoice data. Additionally, if CAF payment adjustments are made (such as those resulting from paid invoices not matching accepting invoices that were reported), the contractor must adjust CAF payment data AND purchase data in the CPRM to ensure that they reconcile. (Refer to Purchase Data)

CAF and Invoice Data Reporting shall be based on calendar year, quarterly reporting.

Calendar Quarters	Reporting Due Date
1st Quarter January 1st – March 31 st	April 30th
2nd Quarter April 1st – June 30th	July 30th
3rd Quarter July 1st – September 30 th	October 30th
4th Quarter October 1st – December 31st	January 30th

CAF payment data includes, but is not limited to:

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

The Contractor shall convert all currency to U.S. dollars using the “Treasury Reporting Rates of Exchange,” issued by the U.S. Department of Treasury, Financial Management Service.

Instructions for remitting the CAF are contained at <http://portal.fas.gsa.gov>. If paying by check, each check shall be annotated with the corresponding contract number.

Where multiple invoices and/or multiple Task Orders under this contract are involved, the CAF may be consolidated into one payment. CAF payments for multiple contracts or reporting quarters shall not be consolidated.

Within 60 days of contract award, an FAS representative will provide the Contractor with specific written instructions on remitting the CAF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

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. The Government may exercise all rights under the Debt

Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest). The Contractor's failure to timely pay the CAF is sufficient cause for the Government to terminate the contract for default under the termination provisions of this contract.

G.17 SUBCONTRACTING REPORT (March 2008)

In implementing the requirements set forth in FAR 52.219-14, Limitation on Subcontracting, contractors shall follow the subcontracting reporting process established for 8(a) certified firms at 13 CFR 124.510. Contractors shall maintain up-to-date records concerning subcontracting costs. Contractors shall submit them by task order via method identified at www.gsa.gov/vetsgwac "Subcontract Reporting" semi-annually (using the contract-year) no later than 30 calendar days after each six-month reporting period (RP). The first RP will begin on the effective date of the notice to proceed.

Contract options for contractors not in full compliance with FAR 52.219-14 may not be exercised. Willful failure or refusal to furnish the required reports, or gross negligence in managing the subcontracting limitation, or falsification of reports CONSTITUTES SUFFICIENT CAUSE TO TERMINATE THE CONTRACTOR FOR DEFAULT.

G.18 MEETINGS

G.18.1 GWAC LEVEL MEETINGS (March 2008)

Biannual GWAC Program Meetings (QPM) shall be necessary to market services, resolve problems, or to facilitate understanding of the requirements of the contract. The participants at these meetings shall include the Industry Partner Contract Manager, Small Business GWAC Center staff, and other representatives of the Government. The PCO and the Industry Partner shall schedule these meetings. All Industry Partner costs associated with the attendance at these meetings shall be at no direct cost to the Government. The Government may, at its option, hold QPRs in person, by teleconference or by webinar.

G.18.2 TASK ORDER LEVEL MEETINGS

From time to time meetings should take place between the ordering agency OCO, OCO COTR and other agency representatives invited by the OCO and a contractor management representative. Such meetings are useful to address progress on the task(s), problems that have arisen over the past month, and other matters that are pertinent. The Government encourages open dialogue and communications between the parties. Scheduled meetings may be specified in RFQs or RFPs and resulting orders. Contractors are encouraged to participate in such meetings without direct cost to the Government.

G.19 RESERVED

G.20 CONTRACTOR CONTRACT MANAGER - A KEY PERSONNEL POSITION

Each Contract awardee shall designate a Contract Manager who is the single contractor point of contact with/for the PCO responsible for overall coordination of their Contract with the Government. This person --

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

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

G.21 CURRENT & PAST PERFORMANCE INFORMATION (IAW FAR 42.15)

It is the government's intent to collect performance evaluations for each Order. The requiring office will assess the Contractor's performance in areas such as quality, quantity and timeliness. Such ratings may have bearing on the Contractor's likelihood to receive future Orders.

It is incumbent upon the requiring OCO, or the OCO COR if directed by the OCO, to complete a performance record for each Order after completion of work, and at least annually for Orders having a performance period in excess of one year. Performance evaluations should be submitted to the PCO. Contractors should be cognizant of this requirement and exercise their right to contribute to the final performance record.

Organizations of caliber will not only plan for good performance, but also be aware of their current performance as perceived by the Government, and take steps (i.e., requesting interim evaluations, holding meetings with the Government, performing required corrective action, etc.) to ensure performance is satisfactory throughout the life of each Order so that there will be no surprises at the completion of work.

Contractors are invited to document their performance under each Contract Order and submit it to the PCO. This standing invitation constitutes the Government's effort to afford an opportunity for Contractors to address adverse ratings before they are utilized in a future selection process. A file of all received performance records received by the PCO and any Contractor supplemental information received by the PCO will be maintained and made available to interested parties having a bona-fide need to know.

The Government may designate a web-based past performance system for this purpose.

G.22 OBSERVANCE OF FEDERAL HOLIDAYS

(a) Government personnel observe the following holidays, also shown at www.opm.gov/fedhol.

New Year's Day
Martin Luther Kings, Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal statute, Executive Order or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not, by itself, be cause for an equitable adjustment, except if specifically authorized in an Order.

(c) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement to compensation.

G. 23 EXIT STRATEGY/OFF RAMP AT THE OPTION PERIOD AND RE-CERTIFICATION

The contracts have an exit strategy built in at the option period. Contract holders must have amassed at least \$500K in orders on their contract to be eligible for the option period. If the contract holder does not achieve at least \$500K in orders during the base period, the Government simply will not exercise the option.

If SBA issues an interim final rule, or final rule, requiring an alternate small business concern size recertification regime, GSA will follow it.

G. 24 SUBCONTRACTORS

The Government has not pre-approved any subcontractors in making contract awards, and will only do so on a task order, by task order, basis – which falls upon the OCO to complete. Consistent with the terms of the Contract (see, for instance, the flow down requirement of FAR 52.222-11 & Government consent requirement and terms of 52.244-2), no Government (PCO or OCO) consent is required for subcontractors under Fixed-Price (FP) order terms for subcontractors that the contractor has provided a completed standard form 1413 on and deemed responsible pursuant to FAR 9.104-4 and the responsibility standards in FAR 9.1. THIS IS A SIGNIFICANT REASON FOR OCOs TO EMBRACE FP TASK ORDER TERMS! Contractors shall provide written evidence of that responsibility determination to the OCO upon request as a prerequisite to subcontractor inclusion in task order performance. Government consent is required of subcontractors under other than FP order terms, as is the information required in FAR 52.222-11 and 52.244-2 unless the contractor has an approved purchasing system; if a contractor has an approved purchasing system pursuant to FAR 52.244-2, that preapproval requirement is considered met. Completed standard form 1413 and responsibility determinations may still be required in writing by OCO's as a prerequisite to subcontractor inclusion in task order performance.

G. 25 END OF CONTRACT REPORTING

Summary reports are required of each Contract awardee at the end of their Contract. Those reports must include a list of all Orders issued to the contractor under the Contract and their associated: Government Order numbers, client agency names, total dollar values, periods of performance, subcontracting percentages and the CAF amounts paid to the Government.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 OVERALL CONTRACT MAXIMUM AMOUNT

There is a Program maximum (GWAC ceiling) of \$5 billion competitively available to all contract holders over the life of all Contracts. As an Order is issued against a Contract, the value of Orders that can be issued under all Contracts decreases the GWAC ceiling available balance by an equal amount.

H.2 OVERALL CONTRACT MINIMUM AMOUNT (GUARANTEE)

The GWAC ceiling IS NOT the minimum guarantee detailed in Section B. The Contractor and Government agree that, given the totality of intent and consideration proposed by the parties evidenced by the facts and circumstances, and given that the minimum guarantee accurately represents to volume of work certain to be ordered, the minimum guarantee is adequate consideration to establish a binding indefinite-delivery, indefinite quantity Contract for the purpose intended by the solicitation. A request for payout of the minimum guarantee balance unmet through orders must be submitted in writing to the Procuring Contracting Officer (PCO) no more than 30 calendar days after the Contract Ordering Period detailed in Section F. Failure to submit the written demand to the PCO within that time period results in forfeiture of entitlement to any minimum guarantee balance unmet through orders.

H.3 OPEN SEASONS

GSA intends to consider an on-ramp/open-season at the option period if it is deemed to be in the Government's best interest. Contracts awarded under open-season authority will share the GWAC ceiling remaining and their award shall not constitute a basis for Contractual adjustment for existing Contract holders. Solicitations and any resulting Contracts awarded under this authority will closely parallel the originals, and will not exceed their remaining duration. A successor GWAC, e.g. a 2nd generation GWAC for the same work scope, isn't constrained by the current GWAC's ceiling.

H.4 ELECTRONIC ACCESS TO THE CONTRACT

Contractors are hereby advised that a conforming (up to date through all amendments, if any) copy of the contract including all modifications, and also including prices for the base period and option period, if exercised, shall be made available on the VETS website for public viewing. Awarded line item pricing is deemed to be public data.

H.5 INDUSTRY PARTNER WEBPAGE

It is a material contract requirement that, for the life of their Contract(s), each Contractor shall design, deploy, operate, maintain, update and manage a 24x7 Section 508 compliant informational web page (or pages) with a static URL that can be linked to

externally solely featuring this GWAC contract(s). The purpose of the webpage is for the Industry Partner to communicate with potential customers regarding the Industry Partner's ability to provide world-class information technology services under the GWAC. The webpage should demonstrate the functional capability associated with different products or business areas awarded under the GWAC. Each Contractor shall provide a prominent hyperlink to the aforementioned web page on their internet home page, after splash screen type introductions - if any, with no scroll down necessary to view the link. The webpage should be easily accessible from the Industry Partner's front page and intuitive for novice computer users. This webpage at minimum must include the following items:

- (1) A conforming version of the contract;
- (2) A list of all team members proposed and their capability/area of expertise;
- (3) A description of the functional area services awarded under the GWAC
- (4) A description of the Industry Partner's quality assurance program;
- (5) GSA's Ordering Guide for the GWAC;
- (6) Corporate points of contact
- (7) A prominent link to the GSA Small Business GWAC Center GWAC website

The specific taxonomy and look/feel/aesthetics of the web content remains at the discretion of the Contractor. The web site content shall be deployed and operational within 30 calendar days of Contract award.

H.6 PERFORMANCE-BASED SERVICES CONTRACTING (PBSC)

Pursuant to Federal Acquisition Regulation (FAR) Subpart 37.6, performance-based contracting techniques will be applied to Task Orders issued under this contract to the maximum extent practicable.

H.7 PHASE OUT OF CONTRACT AND CONTINUITY OF TASK ORDER SERVICES

Phase out of contract and continuity of services will be individually addressed under each Task Order if applicable.

H.8 SECURITY REQUIREMENTS

See Section C.5. When applicable, the Contractor shall comply with the Computer Security Act of 1987 and the Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22-M).

The Industry Partner facility that processes personnel security clearances or data must possess Top Secret facility clearance. Individual task requests shall specify the level of security clearance that will be required for assigned Industry Partner personnel. The Industry Partner is responsible for providing properly cleared personnel, providing security briefings, and ensuring compliance by its employees with the Government or

Industry Partner security regulations. This includes the safekeeping, wearing, and visibility of an Industry Partner provided picture name badge, and any special agency badges. The Industry Partner shall ensure the return of all badges, and any other Government property, upon task completion, or when personnel depart a task permanently or for an extended period of time.

Industry Partner management and Task Order personnel shall have a clearance commensurate with the Task Orders they support. Clearances, primarily Top Secret, may require Special Background Investigations (SBI) leading to Sensitive Compartmented Information (SCI) access or Special Access Programs (SAP). The Industry Partner may be required to obtain agency-specific access, such as a Q clearance or clearance for restricted data. Other checks and investigations may be required to verify the Industry Partner employee's trustworthiness and suitability for the position. The Industry Partner shall cooperate with, and furnish information and completed forms to the Task Order client representative or GSA, when required, for the purpose of any special security checks or processing required by the agency, particularly for sensitive positions that require a National Agency Check (NAC), National Agency Check Investigation (NACI), credit check, police/FBI records check, or background investigation. Clearances and checks may be required at the start of Task Order work.

All clearances, checks, research, and associated activities shall be at Industry Partner expense, and shall not result in any direct cost to the Government.

H.9 LIABILITY

H.9.1 RESERVED

H.9.2 Government Liability

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

H.10 INSURANCE

Insurance Schedule --

This schedule is in connection with 52.228-5 and 552.228-5 found in Section I.

1. Workman's compensation insurance required by law of the State where performance is conducted.
2. Comprehensive bodily injury insurance with limits of not less than \$500,000 for each occurrence.
3. Property Damage liability with a limit of not less than \$100,000 for each occurrence.
4. Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each occurrence, and property damage liability insurance with a limit of not less than \$50,000 for each occurrence.

Prior to the commencement of work hereunder, the Industry Partner shall furnish to the PCO and any OCO requesting it a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until thirty (30) days after the insurer or the Industry Partner gives written notice to the Contracting Officer, whichever period is longer.

The Industry Partner agrees to insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation. The subcontractor(s), will be obligated by the prime contractor, to provide and maintain the insurance required by the virtue of this contract. At least five (5) days before entry of each such subcontractor's personnel on a Government installation, the Industry Partner shall furnish (or ensure that there has been furnished) to the PCO and OCO, a current certificate of insurance, meeting the requirements of the above paragraphs.

H.11 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE & COST

The following requirements also apply to this contract:

- (a) The Industry Partner is required to present evidence of the amount of any deductibles in its insurance coverage.

(b) For any insurance required the Industry Partner's deductible is not allowable as a direct or indirect cost under this contract. The Government is not liable, and cannot be invoiced, for any losses up to the minimum amounts of coverage required in subsections (a) through (d) above. If the Industry Partner obtains an insurance policy with deductibles, the Industry Partner, and not the Government, is responsible for any deductible amount up to the minimum amounts of coverage stated.

(c) If the Industry Partner fails to follow all procedures stated in this subsection and in FAR 52.228-7(g), any amounts above the amount of the obtained insurance coverage which are not covered by insurance will not be reimbursable under the contract.

(d) The maximum reimbursement for insurance allowable is the Contract minimum guarantee.

H.12 ORGANIZATIONAL CONFLICT OF INTEREST

The guidelines and procedures of FAR Subpart 9.5 will be used in identifying and resolving any issues of organizational conflict of interest.

In the event that Task Orders issued under this contract require the Industry Partner to gain access to proprietary information of other companies, the Industry Partner shall be required to execute agreements with those companies to protect the information from unauthorized use and to refrain from using it for any purpose other than for which it was furnished.

H.13 CONFLICT OF INTEREST MITIGATION PLAN

In the event that a Task Order (TO) is issued to the Industry Partner that would require activity that would create a potential conflict of interest, the Industry Partner shall:

- (a) Notify the PCO and OCO of a potential conflict, and;
- (b) Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or
- (c) Present for approval a conflict of interest mitigation plan that will:
 - 1. Describe in detail the TO requirement that creates the potential conflict of interest; and
 - 2. Outline in detail the actions to be taken by the Industry Partner in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.
- (d) The Industry Partner shall not commence work on a TO related to a potential conflict of interest until specifically notified by the PCO and OCO to proceed.

- (e) If the PCO and OCO determine that it is in the best interest of the Government to issue a TO, withstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

H.14 LIMITED USE OF DATA INFORMATION

In the performance of services under this contract, the Industry Partner may be required to perform operations on, have access to, or handle data and information that contain classified, sensitive, proprietary, or privacy information or data. The Industry Partner shall be responsible for safeguarding the information and data while under the control of or available to the Industry Partner, and to prevent it from being compromised, altered, damaged, lost, or improperly disseminated. The CO may require Industry Partner personnel on a particular Task Order to sign "no conflict of interest" and "non-disclosure" statements as a requirement for assignment to a task. Industry Partner personnel who sign such statements shall be briefed on the meaning and restrictions associated with "conflict of interest" and "non-disclosure".

Industry Partner personnel shall not divulge or release privacy data or information developed or obtained in the performance of this contract, until made public or specifically authorized by the Government. Classified information will be handled in accordance with the provided DD254. The Industry Partner shall not use, disclose or reproduce third party companies' proprietary data, other than as authorized and required in the performance of this contract.

Data, information, or knowledge obtained as a result of working on a Task Order, may fall into special categories, many of which are indicated above, or may have special client sensitivity. Industry Partner employees working on a Task Order may not know the sensitivity of data, information, or situations observed, therefore, it is best to consider all information obtained on a task as sensitive. The Industry Partner shall ensure that task personnel receive special briefings as required by Government regulations and procedures, and include for all task personnel, briefings on the sensitivity of operations, data, and information on any task, and their responsibility for safeguarding and avoiding unauthorized dissemination of any information obtained as a result of performance on a Task Order.

The limitations noted in the preceding paragraphs do not apply to data or information that has been made public by the Government. Further, this provision does not preclude the use of any data independently acquired by the Industry Partner without such limitations, or prohibit an agreement, at no cost to the Government, between the Industry Partner and the data owner that provides for greater rights to the Industry Partner.

H.15 RESTRICTED ACTIVITIES AND STANDARDS OF CONDUCT

The Industry Partner and its employees shall conduct business covered by this contract only during periods paid for by the Government and shall not conduct any other business on Government premises. The Industry Partner shall not use Government materials except for the express purpose of providing Government support under the contract. The Industry Partner shall

not provide assistance to client personnel in developing client requirements except as directed in performance of task duties by the OCO and order statement of work. If requested by the client to provide such non-task related assistance, the Industry Partner shall immediately contact the OCO and PCO to preclude the possibility of conflicts of interest. If the Industry Partner is required to prepare or assist in the preparation of a SOW to be used in a competitive procurement, GSA or any customer will not consider the Industry Partner, its successor-in-interest, assignee, nor affiliates a prime source of supply for, nor allow it to be a subcontractor or consultant to the competitive procurement.

All Industry Partner personnel, and subcontractors who will be personally and substantially involved in the performance of any TO issued under this contract which requires the Industry Partner to act on behalf of, or provide advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" Form. This is required prior to the commencement of any work on a Task Order and whenever replacement personnel are proposed under an ongoing TO.

H.16 TRANSITION

The Industry Partner shall not recruit on Government premises or otherwise act to disrupt Government business.

The Industry Partner shall have management and administrative support in place to receive task requests within two weeks of contract award. Addresses, telephone numbers, and functional responsibilities shall be provided the PCO. There will be many initial data calls of awardees by the Government including a corporate profile, on-line system registrations, and other items that it will be mutually beneficial to complete.

H.17 FACILITIES, SUPPLIES AND SERVICES

H.17.1 GOVERNMENT-FURNISHED PROPERTY AND ITEMS

Government-furnished property and items (GFI/P) will be identified in individual Task Orders, as appropriate. ALL GFI/P is furnished "as is".

H.17.1.1 TRANSPORTATION OF GF/P

The Contractor shall be responsible for transporting all GFI/P after pickup at the f.o.b. point in the specifications, where risk of loss transfers to the Contractor.

H.17.1.2 VALIDATION OF GFI/P

The following procedures apply to the validation of GFI/P:

- (a) Within five (5) working days of receipt of any GFI/P, the Industry Partner shall validate the accuracy of the materials and notify the Government of any discrepancies.
- (b) Validation shall consist of the Industry Partner checking for physical and logical completeness and accuracy. Physical completeness and accuracy shall be determined when all materials defined as Government-furnished minimums are provided. Logical completeness and accuracy shall be determined when all materials defined as minimums and associated with a program, system, or work package are provided.
- (c) GFI/P errors or discrepancies shall be consolidated and the Government notified in writing. Action to be taken by the Government on these identified problems will be determined by the OCO.
- (d) The Industry Partner shall proceed with the requirements on the remaining materials pending Government resolution. The Government will respond with a resolution of the errors after receipt of the written report.

H. 18 HANDLING OF GOVERNMENT-FURNISHED ITEMS

The Industry Partner shall protect from unauthorized disclosure any materials or information made available by the Government, or that the Industry Partner has access to by virtue of the provisions of this Contract, that the Government has not designated for public disclosure.

The material and information made available to the Contractor by the Government are the exclusive property of the Government. Any information or materials developed by the Contractor in performance of this Contract are also the exclusive property of the Government (unless specifically excepted by Section I clause selection). Upon completion or termination of this Contract, the Contractor shall turn over to the Government all materials (copies included) that were furnished to the Contractor by the Government and all materials that were developed by the Contractor in the performance of this Contract. A requirement to this effect shall be included in subcontracts at any tier. The Ordering Contracting Officer may direct alternate disposition of Government Furnished Items.

H.19 INDUSTRY PARTNER SUPPLIED

In addition to the coverage in Section G, at the Contract level the Industry Partner shall furnish the following at no direct cost to the Government:

- (a) Contract-related services are administrative and management functions necessary to support the contract, and the hardware, software, and communications systems necessary to interface effectively and efficiently with the GSA. These include,

but are not limited to: financial management, recruiting, interviewing, training, payroll preparation, travel arrangements, task proposal preparation, obtaining security clearances, contracting, and clerical support.

(b) Office and working space for contract-related services.

(c) Office equipment and related items necessary to perform contract-related services including: IT and network operations, printing, photocopying, communications, postage, express mail, paper and copying supplies, local and long distance telephone service, and other services, equipment and supplies required in support of this contract.

H.20 DELETED

H.21 TRAVEL

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

H.22 PRIOR APPROVAL OF TRAVEL

Before undertaking any travel to any Government site or any other site in performance of this Contract, the Industry Partner shall have this travel approved by, and coordinated with, the Government COR. The Industry Partner shall notify the Government COR prior to any anticipated travel. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. The COR approval is for coordination purposes. Approval to expend funds for travel must be granted in writing through the Task Order.

H.23 TRAVEL REIMBURSEMENT METHODOLOGY

Individual Task Order Requests (TOR) will include guidance as to whether travel expenses are to be fixed price or if they will be reimbursed in a specified not to exceed amount at Government rates. The number of trips, destinations, length of stay, and cost required for completion of travel will be capped by the travel regulations specified in each task order (the latest rates at the time of travel apply) when the travel isn't set as a fixed price.

H.24 TRAINING OF INDUSTRY PARTNER EMPLOYEES

Training of contractor personnel shall be performed by the Industry Partner at its own expense/at no direct cost to the Government.

H.25 LIMITATION OF WARRANTY FOR GOVERNMENT FURNISHED SOFTWARE

In lieu of any other warranty expressed or implied herein, the Government warrants that any programming aids and software packages supplied for Industry Partner use as Government-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by the Government from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should Government-furnished programming aids or software packages not be suitable for their intended use on the system(s) for which designed, except where such property is furnished "as is," the Industry Partner shall notify the CONTRACTING OFFICER REPRESENTATIVE and supply documentation regarding any defects and their effect on progress under this contract or resulting Task Order. The OCO will consider equitably adjusting the performance dates or Task Order value, or both, and any other contractual provision affected by the Government-furnished property in accordance with the procedures provided for in the "Changes" clause in Section I of this contract.

H.26 INDUSTRY PARTNERS COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

Any written commitments by the Industry Partner within the scope of this contract shall be binding and shall render the Industry Partner liable for damage to the Government under the terms of this contract. A written commitment by the Industry Partner shall be limited to the proposal submitted by the Industry Partner and to specific written modifications, further defined as including:

- (1) Any warranty or representation made by the Industry Partner in a proposal as to software, systems performance, and other physical design or functioning characteristics of a component or system.
- (2) Warranties or representations made by the Industry Partner concerning the characteristics of items, made in any literature, descriptions or specifications accompanying or referred to in a proposal.

Written modification, affirmation, or representation as to the above which is made by the Industry Partner in or during the course of negotiations, whether or not incorporated formally into the proposal.

H.27 TECHNICAL REFRESHMENT

After contract award, the Procuring Contracting Officer (PCO) may, pursuant to the FAR Clause 52.243-1, Changes – Fixed Price, Alternate II or FAR Clause 52.243-3, Changes – Time and Materials or Labor Hours, order changes within the scope of the contract to benefit all industry partners, and not a single or subset of industry partners. These changes may be required to improve performance, or react to changes in technology.

- (a) The Government may solicit, and the Industry Partner is encouraged to propose independently, improvements to the services, features, or other requirements of the Contract.

These improvements may be proposed to save money, to improve performance, or for any other purpose which presents a service advantage to the Government. Those proposed service improvements that are acceptable to the PCO will be processed as modifications to the Contract.

(b) As a minimum, the following information shall be submitted by the Industry Partner with each proposal:

(1) A description of the difference between the existing Contract and the proposed change, and the comparative advantages and disadvantages of each;

(2) Itemized requirements of the Contract which must be changed if the proposal is adopted, and the proposed revision to the Contract for each such change;

(3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;

(4) An evaluation of the effects that the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation, and conversion (including Government-premise equipment);

(5) Any effect on the Contract or TO completion time or delivery schedule shall be identified.

(a) The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Industry Partner has the right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the PCO as to the acceptance of any such proposal under this Contract is final and not subject to the "Disputes" clause of this Contract.

(b) The PCO may accept any proposal submitted pursuant to this clause by giving the Industry Partner written notice thereof. Such changes are intended to benefit the entire industry partner pool, and not a single one, so only engage this process if you want your suggested improvement to be shared in that way, both as a discussion item and as a potential contract modification. This written notice will be given by issuance of a modification to the Contract or TO. Unless and until a modification is executed to incorporate a proposal under the Contract or TO, the Industry Partner shall remain obligated to perform in accordance with the requirements, terms, and conditions of the existing Contract or TO.

(c) If a proposal submitted pursuant to this clause is accepted and applied to this Contract or TO issued hereunder, the equitable adjustment increasing or decreasing the Contract or TO price shall be in accordance with the procedures of the "Changes" clause. The resulting Contract modification will state that it is made pursuant to this clause.

H.28 ALTERNATE DISPUTE RESOLUTION

Alternative Dispute Resolution (ADR) procedure increases the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. These procedures may be used by the Government any time that the Contracting Officer has authority to resolve the issue in controversy. If the Contractor submits a claim, the Contracting Officer may apply ADR procedures to all or part of the claim. Contractor claims must be certified in accordance with FAR 33.207. When ADR procedures are used after the issuance of a Contracting Officer's final decision, the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision are not altered.

H.29 AGENCY-SPECIFIC CLAUSES

Provisions and clauses that supplement the FAR, which are prescribed and included in authorized agency acquisition regulations and issued within an agency to satisfy the specific needs of the agency as a whole may be added at the Task Order level so long as they are not inconsistent with the terms of this contract and do not exceed its scope.

Provisions and clauses that supplement the FAR are described as follows:

- (a) Prescribed and included in authorized agency acquisition regulations issued within an agency to satisfy the specific needs of the agency as a whole;
- (b) Prescribed and included in a regulation issued by a sub organization of an agency to satisfy the needs of that particular sub organization; or
- (c) Developed for use at a sub organizational level of an agency, not meant for repetitive use, but intended to meet the needs of an individual acquisition and, thus, impractical to include in either an agency or sub organization acquisition regulation.

H.30 REHABILITATION ACT OF 1973

Goods and services delivered under this contract shall meet the applicable technical provisions of the Access Board found at 36 CFR 1194, parts B, C and D or provide equivalent facilitation and other requirements of the Rehabilitation Act of 1973 as applicable.

H.31 SUPERVISION OF EMPLOYEES

The Contractor's employees and subcontractor's employees of any tier shall remain under the Contractor's direct supervision at all times. Although the Government will coordinate with the Contractor within the scope of the Contract, detailed day-to-day instruction and supervision for the Contractor's and subcontractor's employees shall remain the responsibility of the Contractor. This is not a personal services Contract. The contract and task orders do not establish privity of contract with subcontractors.

H.32 DOCUMENTATION

The Contractor shall provide complete sets of operator, programmer, software system, utility, installation, and user manuals. The Contractor shall also provide other necessary documentation for all hardware and software delivered under this Contract in accordance with product line documentation standards,

All provided documentation shall be available either electronically or in hardcopy. Electronic documentation must be fully viewable via Adobe Acrobat Reader™, MS-Word™ or a furnished graphical user interface (with a full license to the GUI interface conveying to the Government) having intelligent search capabilities and must be easily printable from stand-alone and networked Hewlett Packard™ type printers.

It is desirable that documentation is available in both electronic and hardcopy formats.

Hardware Documentation shall include --

- System hardware manuals detailing specifications for system architecture, CPU, memory, and peripheral devices
- Interface manuals detailing all electrical and mechanical aspects of system interfaces, e.g. I/O channels, peripheral devices, and communication interface devices

Software Documentation shall include --

- Reference manuals detailing all elements and operations of all delivered language processors, text editors, I/O handlers, operating system, system generation, system architecture, software tools and utilities, configuration management, and performance measurement software
- Reference manuals detailing command language, communication software, input/output system, error handling, and diagnostic software
- Computer reference and system programmer manuals detailing every machine instruction and all programming considerations
- Problem determination and debugging guides
- A guide to writing device drivers
- Documentation of known problems and/or suspected system errors
- Introductory manuals for new users to the operating system and computer system environment
- An on-line introductory tutorial for new users

Other Manuals

The Contractor may include any other manuals and program information it considered useful.

H.33 SPECIAL PERSONNEL SKILLS

Special personnel skills are those for which the expertise required or duties performed for task orders are within the contract scope, but are so specialized or rare that they are not explicitly defined in a skill category description. The PCO will determine whether circumstances warrant use of this special skill category. Based on price or cost analysis, the PCO will negotiate a fair and reasonable labor rate (market rate) with the Contractor for the special personnel skill on a task-by-task basis.

H.34 PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL (OCT 2012)

Task Orders may incorporate one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at this address: <https://www.acquisition.gov/far/index.html>.

The following provisions apply at the Order level, as applicable, depending upon the contract type of the Task Order, or as specifically referenced in the applicable Order:

CLAUSE NO.	TITLE	DATE	FP	TM/LH
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	OCT 2010	X	X

SECTION I

CONTRACT CLAUSES

I.1 GENERAL

The Ordering Agency may include additional contract clauses in orders, other than those enumerated in this section, such as (1) optional FAR clauses, (2) agency clauses, (3) unmentioned FAR alternate clauses, and (4) order specific clauses.

Some orders may have work containing a combination of contract types, i.e., fixed-price (FP), time & materials (T&M), and labor-hour (LH) terms. The ordering Agency is responsible for identifying the applicable order type(s), which must be stated in the order.

VETS GWAC accommodates orders with the following terms: fixed-price (all in FAR 16.2), time-and-materials (per FAR 16.6), and labor-hour (per FAR 16.6). VETS GWAC will also allow requiring activities to choose among the incentive features found in FAR 16.4 that are tied to fixed-price, time-and-materials, and labor-hour terms. Incentive features must be fully expounded in RFQs or RFPs for order opportunities and resulting orders.

The clauses listed in the following table primarily consist of those listed in the FAR Matrix (at FAR 52.301) as “R”, meaning “Required” and those that are “A”, meaning “Required when applicable”. Clause applicability is determined by FAR prescription for use, which turns on the facts of the order. Where alternate clauses and/or portions of clauses are listed, FAR prescription for use controls their applicability in orders.

Although all clause selections are important, ordering contracting officers should pay special attention to the selection and identification of clauses beginning with “52.227” in order RFQs/RFPs as selection amongst highly significant mutually exclusive options is required. This discretion requires the highest standard of requirement recognition and deliberation by the ordering contracting officer. Ordering contracting officers will need to specifically identify the applicable clauses beginning with “52.227” in each RFQ/RFP. The convention adopted in this contract for order competition regarding clauses beginning with “52.227” is that those clauses listed in RFQs/RFPs for orders apply, while those that are not cited, don’t apply. A failure to mention any clauses beginning with “52.227” in an RFQ/RFP renders that RFQ/RFP defective until that matter is cured by the ordering contracting officer, so such matters should be brought to their attention immediately.

Ordering contracting officers will also need to select between 52.233-1 and 52.233-1 Alternate I in order RFQs/RFPs. The convention adopted in this contract for order competition regards 52.233-1 and 52.233-1 Alternate I is that the one listed in RFQs/RFPs for orders apply, while those that are not cited, don’t apply. A failure to

mention which of those two options applies renders that RFQ/RFP defective until that matter is cured by the ordering contracting officer, so such matters should be brought to their attention immediately.

High value end items procured as part of a services order may require additional clauses such as those mentioned in FAR 46.805(5). While Clause 52.246-25 is already part of this contract, related clauses may also be specifically written into order RFQs/RFPs.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

- <https://www.acquisition.gov/far/index.html>
- <https://www.acquisition.gov/gsam/gsam.html>

FAR (48 CFR Chapter 1) Clauses Incorporated by Reference

CLAUSE NO.	TITLE	DATE	FP	TM/ LH
52.202-1	DEFINITIONS	JAN 2012	x	x
52.203-3	GRATUITIES	APR 1984	x	x
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984	x	x
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVT	SEP 2006	x	
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010	x	x
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997	x	x
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997	x	x
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	x	x
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010	x	x
52.203-14	Display of Hotline Posters	DEC 2007	x	x
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010	x	x
52.204-2	SECURITY REQUIREMENTS	AUG 1996	x	x
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011	x	x
52.204-7	CENTRAL CONTRACTOR REGISTRATION	AUG 2012	x	x
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011	x	x
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG 2012	x	x

52.204-11	AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS	JUL 2010	x	x
52.204-15	Service Contract Reporting Requiriements for Indefinite-delivery Contracts	JAN 2014	x	x
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY 2006	x	x
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010	x	x
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB 2012	x	x
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991	x	x
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991	x	x
52.215-2	AUDIT AND RECORDS —NEGOTIATION	OCT 2010	x	x
52.215-2	AUDIT AND RECORDS —NEGOTIATION, ALT I NOTE :This task only applies to orders funded in whole or in part by the American Recovery and Reinvestment Act of 2009 (ARRA).	MAR 2009	x	x
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997	x	x
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	AUG 2011	x	x
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 2010	x	x
52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS	OCT 2010	x	x
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010	x	x
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OF PRICING DATA-MODIFICATION	OCT 2010	x	x
52.215.21	COST OR PRICING ALTERNATE I	OCT 2010	x	x
52.215-21	COST OR PRICING ALTERNATE II	OCT 1997	x	x
52.215-21	COST OR PRICING ALTERNATE III	OCT 1997	x	x
52.215-21	COST OR PRICING ALTERNATE IV	OCT 2010	x	x
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACT EFFORT (See prescription for applicability at task order level)	OCT 2009		x
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (See prescription for applicability at task order level)	OCT 2009		x
52.215-23	ALTERNATE I (See prescription for applicability at task order level)	OCT 2009		x
52.216-4	ECONOMIC PRICE ADJUSTMENT – LABOR AND MATERIAL	JAN 1997	x	x
52.216-5	PRICE REDETERMINATION – PROSPECTIVE	OCT 1997	x	x
52.216-7	ALLOWABLE COST AND PAYMENT. (This applies only to the portion of the task order that provides for reimbursement of materials (as defined in the clause at 52.232-7) at actual cost)	JUN 2011		x

52.216-16	INCENTIVE PRICE REVISION – FIRM TARGET	OCT 1997	x	x
52.216-17	INCENTIVE PRICE REVISION – SUCCESSIVE TARGETS	OCT 1997	x	x
52.216-29	TIME AND MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION	FEB 2007		x
52.216-30	TIME AND MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS —Non-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION	FEB 2007		x
52.216-31	TIME AND MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS — COMMERCIAL ITEM ACQUISITION	FEB 2007		x
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999	x	x
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011	x	x
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011	x	x
52.219-27	NOTICE OF TOTAL SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS SET ASIDE	NOV 2011	x	x
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	APR 2009	x	x
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997	x	x
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990		
52.222-3	CONVICT LABOR	JUN 2003	x	x
52.222-19	CHILD LABOR COOPERATION WITH AUTHORITIES AND REMEDIES	MAR 2012	x	x
52.222-21	PROHIBITION OF SEGRATED FACILITIES	FEB 1999	x	x
52.222-26	EQUAL OPPORTUNITY	MAR 2007	x	x
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003	x	x
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010	x	x
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010	x	x
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010	x	x
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	x	x
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009	x	x
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL 2012	x	x
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997		
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA, ALTERNATE I	JUL 1995	x	x

52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011	x	x
52.223-5	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION, ALTERNATE I	MAY 2011	x	x
52.223-5	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION, ALTERNATE II	MAY 2011	x	x
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	x	x
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011	x	
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITONERS	MAY 2011	x	x
52.223-15	ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS	DEC 2007		
52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS	DEC 2007	x	x
52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS, ALTERNATE I	MAY 2011	x	x
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE and CONSTRUCTION CONTRACTS	MAY 2008	x	x
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011		
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011	x	x
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984	x	x
52.224-2	PRIVACY ACT	APR 1984	x	x
52.225-1	BUY AMERICAN ACT –SUPPLIES	FEB 2009	x	x
52.225-3	BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT	MAY 2012	x	x
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	x	
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	x	x
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008	x	x
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN 2000	x	x
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007	x	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	x	
52.227-3	PATENT INDEMNITY	APR 1984	x	
52.227-10	FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER	DEC 2007	x	x
52.227-11	Patent Rights—Ownership by the Contractor	DEC 2007	x	x
52.227-13	Patent Rights—Ownership by the Government	DEC 2007	x	x
52.227-14	RIGHTS IN DATA—GENERAL	DEC 2007	x	x
52.227-14	RIGHTS IN DATA—GENERAL ALTERNATE I	DEC 2007	x	x
52.227-14	RIGHTS IN DATA—GENERAL ALTERNATE II	DEC 2007	x	x

52.227-14	RIGHTS IN DATA—GENERAL ALTERNATE III	DEC 2007	x	x
52.227-14	RIGHTS IN DATA—GENERAL ALTERNATE IV	DEC 2007	x	x
52.227-14	RIGHTS IN DATA—GENERAL ALTERNATE V	DEC 2007	x	x
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007	x	x
52.227-19	COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS	DEC 2007	x	x
52.227-22	MAJOR SYSTEM – MINIMUM RIGHTS	JUN 1987	x	x
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT).	APR 1984	x	x
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997	x	x
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	MAR 1996		
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003	x	x
52.229-5	TAXES – CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	JUN 2003	x	x
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	JUN 2003	x	x
52.229-7	TAXES – FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS	JAN 1991	x	x
52.229-8	TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990		
52.232-1	PAYMENTS	APR 1984	x	
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	AUG 2012		x
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS ALTERNATE I (Deviation 1-FEB 2007)	AUG 2012		x
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002	x	x
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984	x	x
52.232-11	EXTRAS	APR 1984	x	
52.232-16	PROGRESS PAYMENTS	APR 2012	x	
52.232-16	PROGRESS PAYMENTS ALTERNATE I	MAR 2000	x	
52.232-17	INTEREST	OCT 2010	x	x
52.232-18	AVAILABILITY OF FUNDS	APR 1984	x	x
52.232.20	LIMITATION OF COST	APR 1984		
52.232-22	LIMITATION OF FUNDS	APR 1984		
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986	x	x
52.232-25	PROMPT PAYMENT	OCT 2008	x	x
52.232-25	PROMPT PAYMENT ALTERNATE I	FEB 2002		x
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION	OCT 2003	x	x
52.233-1	DISPUTES	JUL 2002	x	x
52.233-1	DISPUTES ALTERNATE I	DEC 1991	x	x
52.233-3	PROTEST AFTER AWARD	AUG 1996	x	x
52.233-3	PROTEST AFTER AWARD ALTERNATE I	JUN 1985		
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	x	x
52.237-3	CONTINUITY OF SERVICES	JAN 1991	x	x
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996	x	x

52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	x	x
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001		x
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997		x
52.242-13	BANKRUPTCY	JUL 1995	x	x
52.243-1	CHANGES – FIXED-PRICE ALTERNATE I	APR 1984	x	
52.243-1	CHANGES – FIXED PRICE, ALTERNATE II	APR 1984		
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEPT 2000		x
52.244-2	SUBCONTRACTS	OCT 2010	x	x
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996	x	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010	x	x
52.245-1	GOVERNMENT PROPERTY	APR 2012	x	x
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	APR 2012	x	
52.245-9	Use and Charges	APR 2012	x	x
52.246-20	WARRANTY OF SERVICES	MAY 2001	x	
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997	x	x
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	JUNE 2003	x	x
52.248-1	VALUE ENGINEERING	OCT 2010	x	
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012	x	
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004		
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV	SEP 1996		x
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	x	
52.249-14	EXCUSABLE DELAYS	APR 1984		x
52.250-5	SAFETY ACT – EQUITABLE ADJUSTMENT	FEB 2009	x	x
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012	x	x
52.253-1	COMPUTER GENERATED FORMS	JAN 1991	x	x

I.2.1 ACQUISITION OF COMMERCIAL ITEMS AT THE TASK ORDER LEVEL (April 2010)

The following provisions or clauses apply only to task orders that are for the acquisition of supplies or services that meet the definition of commercial items at FAR 2.101. If commercial acquisition procedures are used for any task order, the appropriate clauses will be incorporated in the task order with the appropriate fill ins.

CLAUSE NO.	TITLE	DATE	FP*	TM/LH**
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS ALTERNATE I	OCT 2008		x

I.2.2 ADDITIONAL SMALL BUSINESS PARTICIPATION AT THE TASK ORDER LEVEL (April 2012)

The following clauses incorporated by reference and providing for task order request set-asides only apply to task orders requests when a decision is made by the government to further set-aside at that

level. The inclusion of these clauses in the VETS GWAC is to provide ordering contracting officers the option of implementing further set-asides at the task order request level in both commercial and non-commercial task order requests –further setting aside through these clauses should not be read as automatically applicable just because the provisions or clauses are included in the VETS GWAC. IF SMALL BUSINESS PARTICIPATION IS FURTHER RESTRICTED AT THE TASK ORDER REQUEST LEVEL, THE APPLICABLE CLAUSE(S) MUST BE EXPLICITLY INCORPORATED IN WRITING IN THE TASK ORDER REQUEST BY THE ORDERING CONTRACTING OFFICER. This guidance also applies to the inclusion of these clauses in FAR 52.212-5.

CLAUSE NO.	TITLE	DATE	FP	TM/ LH
52.219-3	NOTICE OF HUBZone SET-ASIDE OR SOLE SOURCE AWARD	NOV 2011	x	x
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011	x	x
52.219-29	NOTICE OF SET-ASIDE FOR ECONOMICALLY DISADVANTAGE WOMEN-OWNED SMALL BUSINESS CONCERNS	APR 2012	x	x
52.219-30	NOTICE OF SET-ASIDE FOR SET-ASIDE FOR WOMAN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMAN-OWNED SMALL BUSINESS PROGRAM	APR 2012	x	x

I.3 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM), INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE
552.203-71	RESTRICTION ON ADVERTISING	SEP 1999
552.211-72	REFERENCE TO SPECIFICATIONS IN DRAWINGS	FEB 1996
552.215-70	EXAMINATION OF RECORDS BY GSA	FEB 1996
552.228-5	GOVERNMENT AS ADDITIONAL INSURED	MAY 2009
552.229-71	FEDERAL EXCISE TAX—DC GOVERNMENT	SEP 1999
552.232-1	PAYMENTS	NOV 2009
552.232-23	ASSIGNMENT OF CLAIMS	SEP 1999
552.232-25	PROMPT PAYMENT	NOV 2009
552.236-82	SUBCONTRACTS	APR 1984

I.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from “See website”

(dates to conform to the Contract Ordering Period in Section F at F.3 and established with the contract notice to proceed as stated in Section B).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. IN THE EVENT OF CONFLICT BETWEEN A DELIVERY ORDER OR TASK ORDER AND THIS CONTRACT, THE CONTRACT SHALL CONTROL.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized by the Schedule.

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(1) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish supplies or services under the contract.

(2) Maximum order. The contractor is not obligated to honor: GWAC Ceiling Value Remaining. Contractors shouldn't quote or propose for task orders they don't intend to perform.

(3) If this is a requirements contract (i.e., include 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 (2) of this section.

(4) Notwithstanding paragraphs 2 and 3 of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph 2, unless that order (or orders) is returned to the ordering office within three (3) work days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(1) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the contract. The quantities of supplies or services specified in the contract are estimates only and are not purchased by this contract.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Limitation clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract up to and including the quantity designated in the contract as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the contract as the “minimum.”

(3) Except for any limitations on the quantities, in the Order Limitations clause or in the contract, 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.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after the terms set out in Section F at F.3.

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of the contract by written notice to the contractor within 30 days of the expiration of the contract provided, that the Government shall give the contractor a preliminary notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of options under this clause, shall not exceed ten year Contract Ordering Period, as discussed in Section F, paragraph F.3 TERM OF CONTRACT AND ORDERS.

I.7 552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

I.8 RESERVED

I.9 GSAM 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEPT 1999)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5). The use in this solicitation of any Federal Acquisition Regulation (FAR) clause with an authorized deviation or variation that is published in the General Services Administration Acquisition Regulation is indicated by the addition of "(DEVIATION (FAR clause no.))" or "(VARIATION (FAR clause no.))" after the date of the clause.

(b) The use in this solicitation of any General Services Administration Acquisition Regulation clause with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the clause.

(c) Changes in wording of clauses that are prescribed for use on a "substantially the same as" basis are not considered deviations. Therefore, when such clauses are not worded exactly the same as the FAR or GSAM clause, they are identified by the word "(VARIATION)".

I.10 GOVERNMENT FACILITY ACCESS & AVAILABILITY

FAR provision 52.237-1 Site Visit (Apr 1984) APPLIES TO EACH AND EVERY RFQ/RFP AND ORDER ISSUED REGARDLESS IF IT IS CITED THERE OR NOT (it is a provision, and it usually applies only at the solicitation level, but it also applies to RFQ's/RFP and Orders under this Contract too.) Contractors uncertain of conditions for performance are instructed to inquire regarding, but no limited to, the means of premises ingress/egress, security requirements, delivery/demurrage, storage, use of approaches, use of corridors, use of stairways, use of elevators, Government furnished space/property/equipment, availability of/access to Government facilities on federal holidays, and similar matters prior to submission of a quotation or request for proposal for task order opportunities.

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

I.11. 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) Have or have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);

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

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) *Examples.*

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

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

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

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

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

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

I.12 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and

Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

I.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2012)

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

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
[_____] Alternate I (Aug 2007) of [52.222-50 \(22 U.S.C. 7104\(g\)\)](#).
- (2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.204-10](#), Reporting Executive Compensation And First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282).([31 U.S.C. 6101 note](#)).

- _____ (5) [52.204-11](#), American Recovery and Reinvestment Act – Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- X (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) ([31 U.S.C. 6101](#) note).
- X (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
- X (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112–74, section 740 of Division C of Pub. L. 111–117, section 743 of Division D of Pub. L. 111–8, and section 745 of Division D of Pub. L. 110–161).
- X (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- _____ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- _____ (11) [Reserved]
- X (12) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- _____ (ii) Alternate I (Nov 2011) of [52.219-6](#).
- _____ (iii) Alternate II (Nov 2011) of [52.219-6](#).
- _____ (13) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- _____ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- _____ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- X (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- _____ (15) (i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- _____ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- _____ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- _____ (iv) Alternate III (Jul 2010) of [52.219-9](#).

- X (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- X (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (18) [52.219-16](#), Liquidated Damages – Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (19) (i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of [52.219-23](#).
- (20) [52.219-25](#), Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (21) [52.219-26](#), Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- X (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- X (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- X (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- X 25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- X (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X (27) [52.222-19](#), Child Labor – Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- X (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X (30) [52.222-35](#), Equal Opportunity for Veterans (Sept 2010) ([38 U.S.C. 4212](#)).

- X (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- X (32) [52.222-37](#), Employment Reports on Veterans (Sept 2010) ([38 U.S.C. 4212](#)).
- X (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (34) [52.222-54](#), Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (35) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA – Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- X (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- X (37) (i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- X (ii) Alternate I (Dec 2007) of [52.223-16](#).
- X (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- (39) [52.225-1](#), Buy American Act – Supplies (Jun 2003) ([41 U.S.C. 10a-10d](#)).
- X (40)(i) [52.225-3](#), Buy American Act–Free Trade Agreements–Israeli Trade Act (May 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41 and 112-42).
- (ii) Alternate I (Mar 2012) of [52.225-3](#).
- (iii) Alternate II (Mar 2012) of [52.225-3](#).
- (iv) Alternate III (Mar 2012) of [52.225-3](#).

- (41) [52.225-5](#), Trade Agreements (May 2012) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (47) [52.232-33](#), Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- (48) [52.232-34](#), Payment by Electronic Funds Transfer – Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).
- (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (51) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

- (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), et seq.).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).
- (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).

- _____ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act – Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).
- X (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (Nov 2007) ([41 U.S.C. 351](#), et seq.).
- X (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (Feb 2009) ([41 U.S.C. 351](#), et seq.).
- _____ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- X (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sep 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).
- (vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (vii) [52.222-40](#) Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), et seq.).
- (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
[_____] Alternate I (Aug 2007) of 52.222-50 ([22 U.S.C. 7104\(g\)](#)).
- (x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), et seq.).
- (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), et seq.).
- (xii) [52.222-54](#), Employment Eligibility Verification (Jul 2012).
- (xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

Alternate II (Jul 2012). Substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

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

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

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

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

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

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

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

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

(C) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

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

(E) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(F) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

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

(H) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

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

(J) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(K) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(L) [52.222-54](#), Employment Eligibility Verification (Jul 2012).

(M) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

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

(End of clause)

[Class Deviation- 2009-O0005, Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement System. This clause deviation is effective on May 1, 2009, and remains in effect until April 30, 2014, or until otherwise rescinded.]

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2012) (DEVIATION)

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

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

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

resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(iii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities

(iv) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

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

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

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

Alternate I (Feb 2000) (Deviation). As prescribed in 12.301(b)(4), delete paragraph (a) from the basic clause, redesignate paragraph (b)(1) as paragraph (a), and redesignate paragraphs (b)(1)(i) through (b)(1)(xiv) as paragraphs (a)(1) through (a)(14) and redesignate paragraph (b)(2) as paragraph (b).

Alternate II (Dec 2010) (Deviation). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (a)(1) and (b)(1) for paragraphs (a)(1) and (b)(1) of the basic clause as follows:

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

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

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

(b)(1) Notwithstanding the requirement of any other clause in this contract, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

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

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

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

(C) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(E) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(F) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

(H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

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

(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

I.14 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

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

(End of clause)

I.15 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the _____ [*Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"*] day after receipt of the request for performance-based payment by the designated payment office. However,

the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see [45.101](#)), the basis of payment (the events or performance criteria)

to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall—

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

I.16 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

(End of clause)

I.17 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

I.18 52.222-99 Establishing a Minimum Wage for Contractors (JUL 2014)(DEVIATION)

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

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

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

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

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

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

(End of clause)

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

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

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and

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

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

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

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

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

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

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

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

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

(i) Payment.

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

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

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

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

which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause,
- (3) The clause at 52.212-5,
- (4) Solicitation provisions if this is a solicitation.
- (5) Other paragraphs of this clause.
- (6) Addenda to this solicitation or contract, including any license agreements for computer software.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) System for Award Management (SAM).

- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to

ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to:

- (A) Change the name in the SAM database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101), that includes any language, provision, or

clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) Commercial supplier agreements - unenforceable clauses

When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability.* This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR Part 12).

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

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

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

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

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Additional terms.

(A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc). Such terms shall be enforceable only to the extent that:

(1) When included by reference using electronic means, the terms are readily available at referenced locations; and

(2) Terms do not materially change government obligations; and

(3) Terms do not increase government prices; and

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

(5) Terms do not limit any other Government rights addressed elsewhere in this contract.

(B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows: (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order. (B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 522.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process. (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause at 552.212-4.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list (if applicable) shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act.

Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of Clause)

GSAR 552.232-39 Unenforceability of Unauthorized Obligations. (July 2015) (FAR Deviation) (FAR 52.232-39)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (1) Any such language, provision, or clause is unenforceable against the Government.
- (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement, EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (3) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement, EULA, TOS, or similar legal instrument or agreement.

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

(End of Clause)

GSAR 552.232-78 Commercial Supplier Agreements-Unenforceable Clauses (July 2015)

(a) When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

- (i) Applicability. This agreement is part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders not using FAR Part 12).
- (ii) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.
- (iii) Law and disputes. This agreement is governed by Federal law. (A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted. (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted. (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
- (iv) Continued performance. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in 52.233-1 Disputes.
- (v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by

statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Additional terms.

(A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc). Such terms shall be enforceable only to the extent that:

- (1) When included by reference using electronic means, the terms are readily available at referenced locations; and
- (2) Terms do not materially change government obligations; and
- (3) Terms do not increase government prices; and
- (4) Terms do not decrease overall level of service; and
- (5) Terms do not limit any other Government right addressed elsewhere in this contract.

(B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows: (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order. (B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 52.233-1; no payment obligation shall arise

on the part of the ordering activity until the conclusion of the dispute process. (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

- (x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.
- (xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at 52.232-23, Assignment of Claims.
- (xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

- (2) If any provision of this agreement conflicts or is inconsistent with the preceding subparagraph (a)(1), the provisions of subparagraph (a)(1) shall prevail to the extent of such inconsistency.

(End of Clause)

Section J

List of attachments

TITLE

- Attachment 1 The current version of GSA ADM 4800.2? .
(<http://www.gsa.gov/portal/mediald/176231/fileName/SignedGSADirective48002H.action>)
- Attachment 2 Labor Categories
- Attachment 3 VETS Subcontract Reporting
- Attachment 4 Past Performance
- Attachment 5 Pricing Spreadsheets FA1
- Attachment 5 Pricing Spreadsheets FA2
- Attachment 6 Escalation Compensation
- Attachment 7 GSA Star Mark
- Attachment 8 Seven Steps to Performance Based Contracting
- Attachment 9 Work Scope Elements

(See www.gsa.gov/vetsgwac website for links to these attachments in the VETS Contract Library.)