

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 111 PAGES
2. CONTRACT NUMBER 47QTCH18D0028	3. SOLICITATION NUMBER QTA0016AWA0001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04/21/2016	6. REQUISITION/PURCHASE NUMBER N/A	
7. ISSUED BY GENERAL SERVICES ADMINISTRATION 2300 MAIN ST, KANSAS CITY, MO 64108			CODE	8. ADDRESS OFFER TO (If other than item 7) SEE SOLICITATION SECTION L.3.4		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 0 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in SEE SOLICITATION SECTION L.3.4 until 4:00 pm local time 06/20/2016  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION
				VETS2@GSA.GOV

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 365 calendar days (*60 calendar days unless a different period is inserted by the offeror*) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
	0	0	0	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	1	05/11/2016	3	06/03/2016
	2	05/27/2016	4	06/13/2016

15A. NAME AND ADDRESS OF OFFEROR	CODE	06WG5	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
Innovative Management Concepts, Inc. 21400 Ridgetop Circle, Suite 210 Dulles, Loudoun County, Virginia 20166				Richard E. Nichols, Director of Contracts
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
AREA CODE	NUMBER			Richard E. Nichols
703	6655114			18. OFFER DATE
				06/20/2016

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED Minimum Guarantee (See B.4)	20. AMOUNT 2,500.00	21. ACCOUNTING AND APPROPRIATION As designated on individual orders	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM Refer to order
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY As designated on individual orders	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Alex Wrisinger		27. UNITED STATES OF AMERICA <i>Alex Wrisinger</i> (Signature of Contracting Officer)	28. AWARD DATE 10/26/2017

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusable

**SECTION A**  
**SOLICITATION/CONTRACT FORM**

**THE CONTRACT AWARD FORM IS ATTACHED.**

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

### **B.1 GENERAL**

The Veterans Technology Services (VETS) 2 Governmentwide Acquisition Contract (GWAC) is a Multiple Award, Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract to provide customized Information Technology (IT) services and IT services-based solutions. The principal nature of any resulting task order procurement must be for IT services; however ancillary support may be included when it is integral to and necessary for the IT services-based effort.

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

Hereafter, the VETS 2 GWAC (or “VETS 2”) will be also referred to as the “Master Contract” while task orders issued under the Master Contract will be referred to as “task order(s)” or “order(s).”

### **B.2 AUTHORITY**

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

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

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

### **B.3 ECONOMY ACT**

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

### **B.4 MAXIMUM CONTRACT CEILING AND MINIMUM CONTRACT GUARANTEE**

- (a) Maximum. The maximum contract ceiling value of all contracts resulting from this multiple award procurement is established at \$5 Billion dollars.
- (b) Minimum. The minimum guaranteed award amount is \$2,500 dollars in aggregate task order value per contract for the full term of the Master Contract. The exercise of the option period does not re-establish the minimum guaranteed award amount.

- (c) The Government has no obligation to issue task orders to the Contractor beyond the minimum guaranteed award amount specified in paragraph (b) of this clause.
- (d) The minimum guaranteed award amount is fully satisfied through a single or combination of awarded task orders reaching the amount identified in paragraph (b) of this clause.
- (e) Should the contract expire or be unilaterally terminated for convenience by the Government without the contractor receiving the minimum guaranteed award amount, the contractor may present a claim to the contracting officer for an amount not to exceed the minimum guaranteed award amount. The minimum guaranteed award amount is not applicable if the contract is terminated for default or is bilaterally cancelled by the parties. The contractor has one year after contract termination or expiration to submit their claim to the contracting officer or waives entitlement.

## **B.5 PERFORMANCE BASED PREFERENCE**

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

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

## **B.6 GWAC CONTRACT ACCESS FEE (CAF)**

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

The CAF rate, which is currently 0.75%, is applied to the total amount paid on each invoice.

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

If a customer organization has negotiated a CAF rate based on a special written agreement and/or Memorandum of Agreement by the GWAC Program that is other than the established CAF rate, GSA will provide advance notification.

The Contractor remits the CAF to GSA in accordance with Section G.14.

## **B.7 TASK ORDER CONTRACT TYPES**

Task order contract types permitted include FAR 16.2 Fixed-price Contracts; FAR 16.3 Cost-Reimbursement Contracts; FAR 16.4 Incentive Contracts; FAR 16.601 Time-and-Materials; and FAR 16.602 Labor-Hour Contracts. Task orders may also incorporate FAR 17.1 Multi-year Contracting and FAR 17.2 Options. VETS 2 supports both commercial and non-commercial requirements.

These contract types can be used individually or in combination within a single task order comprising multiple Contract Line Items (CLINS).

### **B.7.1 ORDER TYPE PREFERENCE**

The OCO should determine the task order type using the following order of precedence:

- (1) Fixed-Price (all types)
- (2) Cost-Reimbursement (all types)
- (3) Time-and-Materials or Labor-Hour

### **B.8 TASK ORDER COST OR PRICING (ALL ORDER TYPES)**

The OCO will address cost or pricing with the Contractor, and make the determination of cost or price reasonableness based on the task order contract type.

The OCO should identify the applicable contract type for all CLINs in each VETS 2 task order.

The OCO may reference VETS 2 Labor Categories within any order type, however, the contract maximum rates only apply to Time-and-Material and Labor-Hour task orders.

When adequate price competition exists (see FAR 15.403-1(b)(1)), generally no additional information is necessary to determine the reasonableness of cost or price. If adequate price competition does not exist and no other exceptions apply (see FAR 15.403-1(b)), the OCO must request a Certificate of Current Cost and Pricing Data in accordance with FAR 15.403-4.

If a Contractor does not have an approved purchasing system, the Contractor shall request and receive OCO consent to subcontract in accordance with FAR 44.201-1(b) Consent to Subcontracts, and FAR 52.244-2, Subcontracts.

#### **B.8.1 Fixed Price**

The OCO must determine fair and reasonable pricing for all Fixed-Price task orders in accordance with FAR 15.4, Contract Pricing, and FAR 16.2, Fixed-Price Contracts.

#### **B.8.2 Cost Reimbursement**

Prior to responding to any Cost Reimbursement Task Order Request, unless specified otherwise by the OCO, Contractors are required to have a Cost Accounting System that has been determined adequate, by DCAA or another Cognizant Federal Agency, for determining costs applicable to a contract or order in accordance with 16.301-3(a)(3). Contractors are required to have an adequate cost accounting system prior to performing any cost reimbursement task order.

The OCO is responsible for preparing appropriate cost and pricing determinations for all cost reimbursement task orders.

### **B.8.3 Incentive**

The OCO must determine fair and reasonable pricing for all Incentive task orders and develop a plan to implement and monitor an Award-Fee, Incentive-Fee, or Award-Term result in accordance with FAR 15.4, Pricing, and FAR 16.4, Incentive Contracts.

### **B.8.4 Time-and-Materials (T&M) and Labor-Hour (LH)**

The Master Contract establishes maximum allowable burdened labor rates (maximum rates) for all labor categories indicated in this Master Contract. The maximum rates include the direct labor cost, general and administrative expenses (G&A), overhead, fringe benefits, and profit. The maximum rates are inclusive of work within the Contiguous United States and already include the U.S. Government security classification up through the Secret level. These maximum rates apply exclusively to T&M and LH contract type orders.

The OCO is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining price reasonableness in accordance with FAR 15.4, Pricing, and FAR 16.601, Time-and-Materials Contracts.

Based on the specific task order requirements, the OCO may determine pricing in excess of the maximum rates as fair and reasonable. Situations that may necessitate exceeding the established maximum rates include work outside the Contiguous United States or Top Secret security clearances.

In the rare instance that a Contractor must propose a rate in excess of a maximum rate, the Contractor shall provide the OCO with a detailed rationale supporting the rate. The OCO may consider this submitted rationale when evaluating whether to accept a proposed rate in excess of a maximum rate.

The maximum rates shall serve as the basis for all future year pricing for T&M and LH contract type orders. An escalation factor will be applied to the awarded Contract Year 1 rates to establish pricing for Contract Years 2 through 15. This escalation factor will be the average annual Bureau of Labor Statistics (BLS) Employment Cost Index (ECI), "**Table 5: COMPENSATION (NOT SEASONALLY ADJUSTED) for total compensation for private industry workers, by occupational group and Industry, Professional, scientific, and technical services**" - based on the previous three years at the time of solicitation.

Prior to the exercise of the Master Contract option period, if the average annual ECI for the previous three years is different at the start of Contract Year 5 then at time of the solicitation, the maximum rates for Years 6 through 15 will be adjusted to reflect the new escalation rate. For example, if the average BLS ECI index was 1.73% at time of proposal submission and the average BLS ECI index is 3.16% in Year 5 of the Master Contract, the maximum rates for Contract Years 6 through 15 will be recalculated from the Year 5 rates based on the new annual escalation rate of 3.16%. Using this example, if the Year 5 maximum rate for a given labor category is \$65.00 per hour based upon the original escalation rate, the Year 6 maximum rate will be \$67.05, Year 7 will be \$69.17, Year 8 will be \$71.36, etc.

The escalation of maximum rates on the Master Contract do not apply to task orders awarded prior to the master contract option period. The Master Contract maximum rates that are in effect at the time a task order is awarded shall remain with the task order award during the entire task order term, including task orders with option periods.

#### **B.8.4.1 ADDITIONAL LABOR CATEGORIES FOR TIME-AND-MATERIAL AND LABOR-HOUR ORDERS**

OCO may consider additional labor categories for T&M and LH Orders when deemed necessary to provide an IT services-based solution. If a Contractor identifies an additional labor category that is needed to perform an order, the Contractor should communicate with the OCO to identify any necessary supporting documentation. Contractors and OCOs must ensure that existing VETS 2 labor categories do not suffice before utilizing additional labor categories for T&M and LH orders. Additional labor categories must provide skill sets that are not explicitly defined in any labor category description in Attachment J-2. The OCO will negotiate a fair and reasonable price with the Contractor for any additional labor category.

The OCO shall ensure additional labor categories comply with any requirements of the Service Contract Labor Standards and Wage Rate Requirements (Construction), and, where applicable, include appropriate clauses and wage determinations consistent with B.9 and/or B.10.

#### **B.8.4.2 PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR ORDERS**

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

#### **B.9 LABOR SUBJECT TO THE WAGE RATE REQUIREMENTS (CONSTRUCTION)**

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

Any construction must be integral to and necessary for the IT services-based effort - see Paragraph C.4.

#### **B.10 LABOR SUBJECT TO THE SERVICE CONTRACT LABOR STANDARDS (SCLS)**

The Master Contract labor categories are considered bona fide executive, administrative, professional labor and generally exempt from the SCLS if used to perform professional IT services, except as noted in Attachment J-2. The Master Contract does not include wage determinations or all applicable clauses for labor categories subject to the SCLS. Each task order must be tailored to include the appropriate clauses and wage determinations.

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

#### **B.11 TRAVEL PRICING (ALL ORDER TYPES)**

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

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

The OCO will typically identify a not-to-exceed travel ceiling under a separate CLIN on the task order.

#### **B.12 WORK OUTSIDE THE CONTIGUOUS UNITED STATES (OCONUS)**

It is anticipated that there may be task orders under this contract for work outside the United States. "OCONUS" is defined as other than the 48 contiguous states and the District of Columbia. Individual task orders may identify pricing specific to work performed OCONUS. Standard references for OCONUS pricing include:

For non-foreign OCONUS areas, the Defense Travel Management Office (<http://www.defensetravel.dod.mil/>) provides information on overseas cost of living allowances.

The U.S. Department of State's Bureau of Administration, Office of Allowances, (<http://www.state.gov/m/a/als/>) publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances for Contractors to follow when proposing on OCONUS efforts. No allowances, other than those listed by the U. S. Department of State, shall be allowed on task orders.

The Department of State Standardized Regulations (DSSR) are the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas; however, for task orders issued under the Master Contract, Contractor civilians assigned to foreign areas shall not exceed the allowances and benefits in the DSSR as well.

The OCO is responsible for identifying any additional provisions, clauses, and/or requirements based on the theater of operations.



**SECTION C**  
**CONTRACT SCOPE OF WORK/PERFORMANCE WORK STATEMENT**

**C.1 SCOPE**

The Master Contract scope in Section C provides Federal agencies with customized IT services and IT services-based solutions, both commercial and non-commercial, as defined in the Clinger-Cohen Act and FAR 2.101. Customized IT services-based solutions, which can be tailored to meet an agency's particular mission needs, may include any combination of the IT services identified in Section C, including new and emerging technologies that evolve over the life of the Master Contract. The principal nature of any resulting task order procurement must be for IT services; however ancillary support may be included when it is integral to and necessary for the IT services-based effort. Services may be performed at Government and Contractor locations worldwide, as specified in each task order.

**C.1.1 Definition of Information Technology**

As referenced in Section C.1, definitions of IT are used to define the scope of the Master Contract and are provided as follows:

**C.1.1.1 Clinger-Cohen Act**

(a) The term 'information technology', with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.

(b) The term 'information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

(c) Notwithstanding subparagraphs (a) and (b), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract.

**C.1.1.2 Federal Acquisition Regulation (FAR)**

The FAR defines information technology in section 2.101(b): "Information technology" means any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(a) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires—(i) Its use; or (ii) To a significant extent, its use in the performance of a service or the furnishing of a product.

(b) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral

equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

(c) The term “information technology” does not include any equipment that— (i) Is acquired by a contractor incidental to a contract; or (ii) Contains imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment, such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology.

## **C.2 SCOPE ALIGNMENT WITH FEDERAL ENTERPRISE ARCHITECTURE AND DOD INFORMATION ENTERPRISE ARCHITECTURE**

### **C.2.1 Federal Enterprise Architecture Operations Support**

The Master Contract provides IT services in support of the business functions and services performed in the Federal government, as described in the Business Reference Model (BRM) of the Federal Enterprise Architecture (FEA). The BRM provides a standardized way of classifying government operations, which in turn enables Federal agencies to utilize a common framework to describe and analyze IT investments. More detailed information about FEA and each of the associated reference models may be found at <https://www.whitehouse.gov/omb/e-gov/fea>.

### **C.2.2 DoD Information Enterprise Architecture Mission Area Support**

The Master Contract provides IT services in support of the Department of Defense Information Enterprise Architecture (DoD IEA) reference models relating DoD’s specialized mission, business, and program areas. The DoD IEA reference models leverage existing DoD standards and reflect the alignment with the FEA. The Master Contract includes IT support services for DoD’s Global Information Grid (GIG) architecture, Business, Warfighter, Intelligence, and Enterprise Information Environment (EIE) mission areas. More detailed information about DoD IEA may be found at <http://dodcio.defense.gov/InTheNews/DoDInformationEnterpriseArchitecture.aspx>

## **C.3 COMPONENTS OF AN IT SOLUTION**

Within each section below, an overview of the contract solution is provided, followed by examples of work to be performed relative to task order requirements. Examples are not meant to be all-inclusive, but rather general indications of the types of services within a given solution. Other services not listed as examples, but adhere to the definition of IT, are within scope and may be provided to meet an agency’s particular mission needs.

- Data Management
- Information and Communications Technology
- IT Operations and Maintenance
- IT Security
- Software Development
- Systems Design
- New and Emerging Technologies

### **C.3.1 Data Management**

Data Management is the development, execution and supervision of plans, policies, programs and practices that control, protect, deliver and enhance the value of data and information assets.

Examples of Data Management services include, but are not limited to:

- Cloud Computing Services
- Data Architecture, Analysis and Design
- Data Governance
- Data Migration
- Data Quality Management
- Data Security Management
- Data Warehousing and Business Intelligence Management
- Document, Record and Content Management
- Network and Individual Storage Management

### **C.3.2 Information and Communications Technology**

Information and Communications Technology refers to the technology used to manage telecommunications, broadcast media, intelligent building management systems, audiovisual processing and transmission systems, and network-based control and monitoring functions.

Examples of Information and Communications Technology services include, but are not limited to:

- Collaboration Technology Services
- IPv6 Implementation and Support Services
- Telepresence and Video Services
- Virtual Private Network (VPN) and other Remote Network Access Services
- Virtualization Services
- Voice over IP (VoIP) Services
- Wireless Services

### **C.3.3 IT Operations and Maintenance**

IT Operations and Maintenance includes the operation and management of technology infrastructure.

Examples of IT Operations and Maintenance services include, but are not limited to:

- Bring Your Own Device (BYOD) Support Services
- Data Center Management
- Email and File Server Management
- IT Helpdesk / IT Support
- IT Training
- Mobile Device Management
- PC Provisioning
- Server and Device Management

### **C.3.4 IT Security**

IT Security, often referred to as cyber security, is the body of technologies, processes and practices designed to protect networks, computers, programs and data from attack, damage or unauthorized access.

Examples of IT Security services include, but are not limited to:

- Continuous Diagnostics and Mitigation
- Continuous Security Monitoring Services
- Identity Management and Access Management
- Information Assurance
- Intrusion Detection
- IT Disaster Recovery Services
- IT Security Incident Response
- Network Security Monitoring
- Security Assessment Services / Vulnerability Analysis Services

### **C.3.5 Software Development**

Software Development is the process of developing software through successive phases in an orderly way. This process includes not only the actual writing of code but also the preparation of requirements and objectives, the design of what is to be coded, and confirmation that what is developed has met objectives. All software development methodologies, including Agile, are supported.

Examples of Software Development services include, but are not limited to:

- Mobile Application Development Services
- Software Design
- Software Maintenance
- Software Programming
- Software Testing
- Web Development

### **C.3.6 Systems Design**

Systems Design includes the planning and designing of computer systems that integrate computer hardware, software, and communication technologies. The hardware and software components of the system may be provided by this establishment or company as part of a customized IT solution. These establishments often install the system and train and support users of the system.

Examples of Systems Design services include, but are not limited to:

- Computer Systems Integration Design Consulting Services
- Configuration Management Services
- Information Management Computer Systems Integration Design Services
- IT Specifications Development
- Network Infrastructure Design
- Office Automation Computer Systems Integration Design Services
- Smart Buildings Systems Integration

### C.3.7 New and Emerging Technologies

In addition to the services identified in C.3, IT services resulting from new and emerging technologies are also within scope.

### C.4 ANCILLARY SUPPORT: SERVICES, SUPPLIES AND CONSTRUCTION

The Contractor may provide ancillary support as necessary to offer an IT services-based solution. The ancillary support described here may only be included in a task order when it is integral to and necessary for the IT services-based effort. Ancillary support may include, but is not limited to:

- Clerical support
- Data entry
- IT products
- Minor construction, alteration, and repair to real property
- Server racks
- Software licenses

The Contractor shall not accept or perform work for a task order having the **principal** purpose of:

- Ancillary support
- Personal Services as defined in FAR Subpart 2.101(b)
- A requirement that primarily uses employees not employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR Part 541 and/or employees primarily employed as labor or mechanics as defined in FAR Subpart 22.401.

### C.5 PERFORMANCE WORK STATEMENT (PWS)

The Master Contract is a stand-alone Performance-based Acquisition (PBA) independent from task order PBA requirements. The PWS is limited to post award contract administration performance and reporting requirements noted throughout Section G and Section H. Critical performance standards are established for the Master Contract in Attachment J-1 Performance Requirements Summary (PRS). The PRS listings of Performance Objectives indicate the performance level required by the Government to meet the Master Contract requirements. For task orders issued under the Master Contract, OCO's may develop and execute their own PWS and PBA methods independent of the Master Contract PWS and PBA requirements.

### C.6 SCOPE REFERENCES AND RESOURCES

The following resources are offered in support of the overall concept and scope of the Master Contract:

- (i) FEA Reference Model: <http://www.whitehouse.gov/omb/e-gov/fea>
- (ii) DoD IEA Reference Model:  
<http://dodcio.defense.gov/InTheNews/DoDInformationEnterpriseArchitecture.aspx>
- (iii) Definitions of Information Technology (IT)
  - Federal Acquisition Regulation (FAR) Subpart 2.101(b)
  - Clinger-Cohen Act <http://www.gsa.gov/graphics/staffoffices/Clinger.htm>

**SECTION D  
PACKAGING AND MARKING**

**D.1 552.211-73 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 delivery orders issued under the 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 Standard 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 therefore at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

(End of Clause)

**D.2 552.211-75 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 specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container or each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering agency and the contractor.

(End of Clause)

**D.3 552.211-77 PACKING LIST (FEB 1996)**

- (a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate:
- (1) Name and address of the consignor;
  - (2) Name and complete address of the consignee;
  - (3) Government order or requisition number;
  - (4) Government bill of lading number covering the shipment (if any); and
  - (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

- (b) When payment will be made by Government commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include:
- (1) Cardholder name and telephone number and
  - (2) The term "Credit Card."

(End of Clause)

#### **D.4 UNCLASSIFIED AND CLASSIFIED MARKING**

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with requirements set forth in the Order, or if none is specified, pursuant to the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

#### **D.5 SOFTWARE AND MAGNETIC MEDIA MARKINGS**

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

**SECTION E  
 INSPECTION AND ACCEPTANCE**

**E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

The following clauses apply to the Master Contract and may apply at the task order level, as applicable, depending upon the task order contract type, or as specifically referenced in the applicable task order for different line items:

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM
52.246-2	INSPECTION OF SUPPLIES— FIXED PRICE	AUG 1996	X		
52.246-2	ALTERNATE I	JUL 1985	X		
52.246-2	ALTERNATE II	JUL 1985	X		
52.246-3	INSPECTION OF SUPPLIES— COST REIMBURSEMENT	MAY 2001		X	
52.246-4	INSPECTION OF SERVICES— FIXED PRICE	AUG 1996	X		X
52.246-5	INSPECTION OF SERVICES— COST REIMBURSEMENT	APR 1984		X	
52.246-6	INSPECTION— TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001			X
52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT— FIXED PRICE	AUG 1996	X		
52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT— COST REIMBURSEMENT	MAY 2001		X	
52.246-8	ALTERNATE I	APR 1984		X	
52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR 1984	X	X	
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC 2014	X	X	X
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984	X	X	
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984	X		

(End of Clause)



## **E.2 INSPECTION AND ACCEPTANCE**

The following section applies to the Contractor at the Master Contract level.

Inspection of the deliverables provided hereunder shall be made by the GSA GWAC COR or any Inspectors designated by the Contracting Officer. The place of inspection for reports required under this contract shall be at the addresses for deliverables set forth in Section F. Final acceptance of deliverables shall be made by the GSA GWAC COR (See G.4.4) designated in the contract.

## **E.3 TASK ORDER CONTRACTING OFFICER REPRESENTATIVE (COR)**

The OCO may designate COR(s) for individual task orders issued under this contract. Designated CORs may participate in the administration of the task orders by evaluating contractor performance, inspecting and accepting services for the Government, and providing a report of inspection as well as contractor performance assessments to the Ordering Contracting Officer. This designation does not include authority to direct and/or authorize the contractor to make changes in the scope or terms and conditions of the task order without written approval of the Ordering Contracting Officer. The Contractor shall be notified in writing by the Ordering Contracting Officer of the name, duties, and limitations of the CORs by means of the COR Designation Letter.

Ordering Contracting Officers should provide their agency specific inspection, acceptance, and quality assurance requirements within their task orders.

**SECTION F  
 DELIVERIES OR PERFORMANCE**

**F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

The following clauses apply at the Order level, as applicable, subject to specific delivery and performance requirements as set forth in the applicable Order:

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM
52.242-15	STOP-WORK ORDER	AUG 1989	X	X	
52.242-15	ALTERNATE I	APR 1984		X	
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984	X		
52.247-34	F.O.B. DESTINATION	NOV 1991	X		
52.247-35	F.O.B. DESTINATION WITH CONSIGNEES PREMISES	APR 1984	X		

(End of Clause)

**F.2 MASTER CONTRACT ORDERING PERIOD**

The ordering period of this contract is from (To Be Determined) through (To Be Determined). (inclusive of all options, if exercised).

The contract ordering period for the Master Contract is from the date of the Notice-To-Proceed through 5 years thereafter, with one, 5-year option that may extend the cumulative term of the contract to 10 years in accordance with FAR 52.217-9, Option to Extend the Term of the Contract, if exercised.

After the Master Contract ordering period expires, the Master Contract will remain an active contract until the final task order performance is completed and shall govern the terms and conditions with respect to active task orders to the same extent as if it were completed during the Master Contract ordering period.

**F.3 TASK ORDER PERIOD OF PERFORMANCE**

The period of performance for each Order placed under the Master Contract shall be specified in the individual Order. All the following conditions apply:

- 1) Under no circumstances may an Order be placed under the Master Contract if the Master Contract has expired, or has been terminated or cancelled by the Government;
- 2) No Order may exceed ten (10) years, inclusive of options, from the date that the Order is placed;

- 3) No Order may extend more than five (5) years after the expiration of the Master Contract;
- 4) Order options, if included at initial issuance of the Order, may be exercised after the expiration date of the Master Contract; and
- 5) Notwithstanding anything to the contrary above, a multi-year Order placed under the Master Contract must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.

**F.4 PLACE OF PERFORMANCE**

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

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

**F.5 VETS 2 MASTER CONTRACT PERFORMANCE STANDARDS**

The VETS 2 GWAC is a performance based contract with measurable standards in terms of quality and timeliness of deliverables, in accordance with Section F.6 Deliverables and Attachment J-1 Performance Requirements Summary.

**F.6 DELIVERABLES**

The following table contains deliverables required under the Master Contract. Individual Orders may have additional deliverables specified in each Order by the issuing agency. The Government does not waive its right to request deliverables under the Master Contract, even if such requirements are not specifically listed in this table. (See Attachment J-1 for additional requirements on Deliverables)

ID	SECTION	DELIVERABLE TITLE	FREQUENCY	DELIVER TO
1	G.5	Contractor Program Manager	Within thirty (30) calendar days after the Notice to Proceed and/or any change	VETS2@gsa.gov and government designated system
2	G.7	Contractor Webpage	Within thirty (30) calendar days after the Notice to Proceed and periodic updates	Contractor Webpage
3	G.8	Establish a shared company email address	Within thirty (30) calendar days after the Notice to Proceed	VETS2@gsa.gov
4	G.13.1	Task Order Award Notifications	Within 3 business days of task order award	VETS2@gsa.gov

5	G.13.2	Order Award and Modification Data	Report within 30 calendar days after the month the document was signed by the OCO	Government Designated System
		Invoice Data	Due within 30 calendar days after the month in which the invoice(s) was paid	
		Zero Invoice Data	Due by end of each calendar month if no invoices were paid	
		CAF Remittance Data	Due within 30 calendar days after the month in which the CAF was paid	
		Missing or Inaccurate data	Data corrections are due within ten (10) calendar days of notification, or as directed by the GWAC Program	
6	G.14	CAF Remittance	CAF shall be paid within 30 calendar days following the month in which the invoice is paid.	Pay.gov via the government designated system
7	G.15	Data Calls	Occasional surveys, due as indicated in request	As indicated in request
8	G.16.2	Subcontracting Reports	Subcontracting data shall be current no later than 30 calendar days after each annual reporting period	Government Designated System
9	G.17.1	Task Order Closeout Verification and Validation	Within 6 months after task order period of performance ends	Government Designated System

**F.7 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters difficulty in meeting performance requirements for the Master Contract or any task order, the Contractor shall immediately notify the cognizant Contracting Officer, in writing, giving pertinent details, provided that this data shall be informational only in character and that this shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

## **SECTION G CONTRACT ADMINISTRATION**

### **G.1 GENERAL**

This section provides contract administration requirements for the VETS 2 GWAC, and where applicable, for each task order placed under this Master Contract. Costs associated with these administration requirements shall not be billed as a direct cost to the Government.

Additional contract administration requirements, not related to the Master Contract, may be specified in each task order. Costs associated with these administration requirements shall be billed in accordance with terms of the task order.

### **G.2 AUTHORIZED AGENCIES AND DELEGATION OF PROCUREMENT AUTHORITY**

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

The Master Contract is available for use by all Federal agencies and other entities as listed in General Services Administration (GSA) Order ADM 4800.2H, Eligibility to use GSA Sources And Supply; and any future versions of that directive, e.g. ADM 4800.2I, ADM 4800.2J, etc.. The GSA Order is publicly available and accessible for review on GSA's website <http://www.gsa.gov/>.

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

Warranted federal Contracting Officers who wish to issue and/or administer a VETS 2 GWAC task order must first receive a written Delegation of Procurement Authority ("DPA" or "delegation") from GSA, whereupon they are authorized as Ordering Contracting Officers (OCOs).

To obtain a DPA, the warranted federal contracting officer must complete VETS 2 GWAC DPA training and then complete the DPA request form at [www.gsa.gov/gwacs](http://www.gsa.gov/gwacs).

The OCO training and written delegation requirements provide a clearly structured understanding of roles and responsibilities between the GWAC Contracting Officer(s) and OCOs. The training and DPA arise out of GSA's obligations to the Office of Management and Budget, are consistent with Section 865 of the Duncan Hunter National Defense Authorization Act of 2009, P.L. 110-417 ("DHNDAA" or "NDAA 2009") and are in-line with the related recommendation of the Acquisition Advisory Panel/SARA Panel (authorized by Section 1423 of the Services Acquisition Reform Act of 2003).

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

No work should be performed; no debt or obligation accrued and no payment made except as authorized by a bona-fide written order signed by an OCO having a written GSA-issued VETS 2 GWAC DPA.

### **G.3 552.216-74 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (JAN 2016)**

- (a) GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts,

consistent with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.

- (b) In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.
- (c) The GSA Ombudsman is located at the General Services Administration (GSA), Office of Government-wide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

#### **G.4 ROLES AND RESPONSIBILITIES**

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

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

The GSA GWAC PCO is the sole and exclusive government official with actual authority to award the Master Contract. After award of the Master Contract, the PCO may delegate any or all of the contract administration functions, described in FAR 42.302, to an Administrative Contracting Officer (ACO). The PCO may also designate one or more Contracting Officer's Representative (COR) to assist in contract surveillance.

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

ACO authority is established in the designation letter issued by the PCO. Responsibilities not specifically delegated to the ACO by the PCO are reserved to the PCO.

##### **G.4.3 GWAC Program Manager (PM)**

The Government will designate a VETS 2 GWAC PM who will perform program level functions, such as business development and industry engagement. The VETS 2 GWAC PM has no actual, apparent or implied authority to contractually bind the Government.

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

The PCO may designate one or more representatives to perform specified surveillance functions such as quality assurance and technical review. CORs have no actual, apparent or implied authority to contractually bind the Government.

##### **G.4.5 Task Order Ordering Contracting Officer (OCO)**

As described in Section G.2, only OCOs may issue and/or administer a task order. Upon request, the OCO for any specific Order may provide a copy of the applicable DPA to a requesting contractor.

#### **G.4.6 Task Order Contracting Officer's Representative (COR)**

The OCO may designate in writing a Contracting Officer's Representative (COR) and/or Contracting Officer's Technical Representative (COTR) to perform specific surveillance for their specific task order(s). The OCO should provide a copy of the designation(s) to the task order contractor.

#### **G.5 CONTRACTOR PROGRAM MANAGER FOR THE GWAC MASTER CONTRACT**

The Contractor's corporate management structure shall guarantee senior, high-level, program management of the VETS 2 GWAC Program. The Contractor shall assign a Program Manager, who is a direct employee of the company, to represent the Contractor as a primary point-of-contact and to manage functions relating to the Master Contract and task orders solicited and issued under the Master Contract.

The Contractor Program Manager responsibilities include, but are not limited to:

- Representing the Contractor as the primary point-of-contact for the PCO/ACO to help resolve issues and perform other functions that may arise relating to the contract and task orders under the contract;
- Advising and assisting VETS 2 GWAC customers regarding the technical scope of the Master Contract and the overall attributes of the VETS 2 GWAC;
- Promoting the VETS 2 GWAC to the Federal government through participation in trade shows, conferences, and other meetings where federal government personnel are present;
- Promoting Contractor identity as a VETS 2 GWAC contract holder by using the GSA logo in advertising, placing these identifiers in printed and in on-line communications; displaying VETS 2 GWAC promotional placards; and, disseminating VETS 2 GWAC marketing materials.
- Educating and training Contractor staff to ensure that they are able to effectively communicate with existing and potential customers regarding the technical scope, the value, and the benefits of the VETS 2 GWAC;
- Providing all reporting information required under the contract accurately and in a timely manner;
- Attending VETS 2 meetings and conferences, as required by G.10.

Name, email address, and telephone number of the Program Manager shall be emailed to [VETS2@gsa.gov](mailto:VETS2@gsa.gov) within 30 calendar days of the Notice to Proceed. The Contractor shall ensure that GSA has current contact information for the Contractor's Program Manager. The Contractor shall notify GSA at [VETS2@gsa.gov](mailto:VETS2@gsa.gov) any time there is a change in the Program Manager or their contact information. All costs associated with the Contractor's Program Manager shall be at no direct cost to the Government.

#### **G.6 ELECTRONIC ACCESS TO CONTRACT**

The Government intends to post a conformed version of the Master Contract on the GSA VETS 2 website, along with fully burdened Contractor and Government site labor rates for each Contractor for Contract Years 1 through 15. The GSA VETS 2 website will be available to the general public.

#### **G.7 CONTRACTOR WEBPAGE**

The Contractor shall develop and maintain a current, publicly available webpage accessible via the Internet throughout the ordering period of the Master Contract. The webpage link shall be prominently displayed on the Contractor's main government business homepage.



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

The Contractor shall provide the web address to VETS2@gsa.gov within 30 days after the receipt of Notice to Proceed. The Contractor shall ensure all information provided on their webpage is updated continually until Master Contract expiration. At a minimum, the webpage must include the following items:

- Link to the GSA VETS 2 website;
- Master Contract Number;
- Contractor DUNS number, CAGE Code;
- Contact information of the Contractor's Program Manager;

## **G.8 ELECTRONIC COMMUNICATIONS**

The Contractor shall establish and maintain a VETS 2 GWAC electronic mailbox for receipt of communications relating to the VETS 2 GWAC. This mailbox must be maintained and monitored as it is an acceptable forum for providing fair opportunity to be considered on task order requests. The electronic mailbox name must include "VETS2@", e.g. VETS2@xyzcorp.com. The only characters prior to the "@" shall be "VETS2". The Contractor shall provide the email address to VETS2@gsa.gov within 30 days after the receipt of Notice to Proceed.

## **G.9 INSURANCE**

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

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

### **G.9.1 DEFENSE BASE ACT INSURANCE (DBAI)**

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

The Government requires that employees hired by Contractors and subcontractors who work internationally be protected by the DBAI coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor.

DBAI shall be at no direct cost to the VETS 2 GWAC Program; however, if required and approved by an OCO under an individual task order, DBAI may be charged as a direct cost to the Government.

### **G.10 MEETINGS AND CONFERENCES**

The Contractor's designated VETS 2 Program Manager, or their designee, must attend all VETS 2 meetings and conferences described below at no additional cost to the Government.

#### **G.10.1 Post-Award Orientation Conference**

The Contractor shall participate in a mandatory Post-Award Orientation Conference after the Notice to Proceed that will be held at a time and place to be determined by the VETS 2 GWAC PCO (FAR 42.503-1).

The purpose of the Post-Award Orientation Conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements in the Master Contract and identify and resolve potential issues.

#### **G.10.2 Program Management Review Meetings**

The VETS 2 Program may conduct up to two (2) mandatory Program Management Review (PMR) meetings per year. PMR meetings may be held at a government or commercial facility, a commercial conference center; or occasionally held at a mutually agreed-upon Contractor facility on a rotational basis. PMR meetings may also be conducted via a virtual webinar.

The Contractor Program Manager, or their designee, is required to attend and participate at all PMR meetings.

The VETS 2 PMR meetings provide a platform for Contractors, GWAC Center staff, and other GSA & non-GSA agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing GSA and government-wide initiatives, speak to Contract Administration matters, and address Master Contract fundamentals.

## **G.11 ORDERING PROCEDURES**

Ordering procedures must comply with FAR 16.505.

Only a delegated OCO may issue and/or administer VETS 2 task orders.

All costs associated with the preparation, presentation, and discussion of the Offeror's quote or proposal in response to a Task Order Request will be at the Offeror's sole and exclusive expense.

All Orders placed under the Master Contract are subject to the terms and conditions of the Master Contract at time of order award. In the event of any conflict between the Order and the Master Contract, the Master Contract will take precedence.

### **G.11.1 Fair Opportunity**

The Fair Opportunity to Be Considered ("Fair Opportunity") requirements in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2) apply to task order award.

### **G.11.2 Fair Opportunity Channels**

Each Contractor is responsible for registering and maintaining an account in the following systems:

- 1) **eBuy** ([www.ebuy.gsa.gov](http://www.ebuy.gsa.gov)) - (OPEN TO ALL AGENCIES) an electronic Request for Quote (RFQ) / Request for Proposal (RFP) system designed to allow Government buyers to request information, find sources, and disseminate RFQs/RFPs.
- 2) **Assisted Acquisition Services Business System (AASBS)** - (OPEN TO GSA ASSISTED ACQUISITION SERVICES) (<https://portal.fas.gsa.gov/group/its-portal/welcome>) - an online, web-based system designed to facilitate the development of task orders within GSA's Federal Acquisition Service (FAS) programs.
- 3) **Other Channels Providing Fair Opportunity** - Ordering agencies may use other methods to provide for fair opportunity including agency ordering systems and direct contact through published email addresses on the GSA VETS 2 website. The Contractor is responsible for notifying GSA of any change in their contact information that is listed on the GSA VETS 2 website and for verifying that the change was made.

### **G.11.3 Order Information**

Orders must contain the information specified in FAR 16.505(a)(7).

### **G.11.4 Invoice Submission**

APPLIES TO TASK ORDERS ONLY - The Contractor shall accept payment of agency invoices via EFT. The Ordering Agency is responsible for payment of all invoices to the Contractor. Invoice submission information will be contained in each individual awarded Task Order. The payment office designated in the individually awarded Task Order document will make payment of those invoices to the Contractor.

The invoice for the last performance month must be identified and submitted when tasks have been completed and no further charges are to be incurred, excluding rate adjustments. The invoice for the last performance month must be submitted to the ordering agency within 6 months of Task Order completion.

If indirect rate adjustments, e.g., resulting from incurred costs audits, are completed and/or received after the Master Contract closeout date, no additional CAF adjustments shall be reported or applied to the Task Order(s).

The GWAC Program is not responsible for payment of Order Invoices.

## **G.12 CONTRACTOR PERFORMANCE SYSTEM**

The Contractor is required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the customer agency policy. Past performance evaluations pertaining to task orders under the Master Contract will typically be completed through the Contractor Performance Assessment Reporting System (CPARS) and will then be stored in the Past Performance Information Retrieval System (PPIRS).

## **G.13 REPORTING**

The Contractor shall report information relating to VETS 2 task orders from award of the Master Contract through closeout of all task orders.

### **G.13.1 GWAC Task Order Award Notification**

The Contractor shall report new VETS 2 task orders awarded under the GWAC to [VETS2@gsa.gov](mailto:VETS2@gsa.gov) within 3 business days of task order award. The email notification must include the following information:

- Contractor Name
- VETS 2 Contract Number
- Project Title
- Task Order Number
- Date of Award
- Estimated Total Task Order Value
- End User Customer Agency
- Ordering Contracting Officer Name and Email

### **G.13.2 GWAC Transactional Data**

The Contractor shall register in the government designated system in order to report transactional data. A prerequisite to registering in the government designated system is the Contractor must already be registered in the System for Award Management (SAM), [www.sam.gov](http://www.sam.gov).

The Contractor shall provide the transactional data, outlined in Attachment J-4, electronically via the government designated system. The Contractor must adhere to the instruction and definitions for each reported data element as stated within the government designated system web page. The Government intends to post the reported hourly labor rates to the Prices Paid portal. The Prices Paid portal will be made available to Ordering Contracting Officers and agency program staff via a separate secured Government portal.

The reporting of data is required for the following items, within the date specified in Section F.6:

- Order Award
- Modification Issued
- Invoices
- Zero Invoice (if applicable, when no invoice is shown for an active Order month)
- CAF Remittance Record

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

Data quality is of great importance to the GWAC Program, therefore GSA may request from the Contractor corrections to the government designated system data, if applicable. Contractors shall correct the government designated system data within the date specified in Section F.6.

#### **G.13.2.1 Change of GSA Business System(s) during Term of the Master Contract**

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

#### **G.14 CONTRACT ACCESS FEE (CAF) REMITTANCE**

- a. The CAF is charged against all Task Orders and applied to the total invoice amount for Contractor performance. Total invoice amount is inclusive of labor, fees (including award fees and incentive pools), and ODCs (including travel).
- b. The formula is: Total CAF = Total Invoice Amount \* CAF Percentage.
- c. Contractors shall include the total CAF on each invoice.
- d. Contractors shall remit to GSA the total CAF amount from paid invoices.
- e. CAF payments are due to GSA on or before the date specified in Section F.6 for all payments received from the Government in the previous month.
- f. CAF payments are to be remitted via the government designated system using Pay.gov secure electronic system. Payments can be made directly from Contractor’s business bank account. Contractors shall contact their financial institution/bank to establish an account authorizing Automated Clearing House (ACH) Direct Debit payments to Pay.gov via government designated system. If for reasons outside of human control, e.g., Act of God, where you are not able to remit the CAF via the government designated system using Pay.Gov, you must request written permission from GSA to pay CAF outside the government designated system. This written permission must be remitted to and approved by the GWAC Program Office.
- g. CAF payment shall not be combined with another GWAC, Schedule, or any other GSA Contract.

#### **G.14.1 Overdue CAF Payments**

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

#### **G.15 GWAC DATA CALLS**

GSA may occasionally conduct surveys or request information from contractors pertaining to the VETS 2 GWAC. The Contractor shall email their response to VETS2@gsa.gov, or a designated reporting application, by the indicated due date.

#### **G.16 SUBCONTRACTORS**

The Government has not pre-approved any subcontractors in making awards for the Master Contract. If a Contractor proposes a subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-2 and FAR 44.2.

The OCO is responsible for reviewing the Contractor's notification and supporting data to ensure that the proposed subcontract is appropriate for the risk involved, and consistent with current policy and sound business judgment prior to consent to subcontract.

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

##### **G.16.1 Limitations on Subcontracting**

In accordance with the 13 CFR 125.6(b)(1), 13 CFR 125.15(d)(1) and FAR clause 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside, a service-disabled veteran-owned small business concern contracting for services will perform at least 50 percent of cost of personnel for master contract performance with its own employees or employees of other service-disabled veteran-owned small business concerns.

The contractor is responsible for performing at least 50% of the cost of the contract incurred for personnel with its own employees, or employees of other service-disabled veteran-owned small business concerns, at the Master Contract level and not necessarily on individual task orders. Notwithstanding this, the contractor is required to perform a meaningful amount of work on each task order to prevent pass-through situations which are prohibited under this contract. Contractor compliance with this section will be a factor in whether a contractor's Master Contract option is exercised. (See H.19)

##### **G.16.2 Subcontract Reporting**

While Contractors should maintain up-to-date running records concerning prime and subcontract performance costs, they shall periodically report that information by entering that data electronically via the government designated system.

Subcontracting data shall be current within the government designated system no later than 30 calendar days after the end of each contract year.

A negative report is required when there is no activity or no subcontracting in the preceding reporting period. To satisfy the negative report requirement, send an email to VETS2@gsa.gov with a statement of “NO SUBCONTRACTING ACTIVITY TO REPORT FOR THIS REPORTING PERIOD”. The negative report submitted should contain the contractor's contract number and report period in the email subject line.

Contract options for contractors not in full compliance with FAR 52.219-27 as of the end of the fourth contract year might 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.17 TASK ORDER CLOSEOUT**

The OCO is responsible for closing out individual Task Orders under the Master Contract. The Contractor agrees to cooperate with the OCO to close out Orders as soon as practical after expiration, cancellation or termination of each Task Order. In the event the Contractor cannot locate the current OCO to close out the Task Order, the Contractor may request assistance from the GSA GWAC ACO to locate an ordering agency representative to close out the Orders. Task Order closeout will be accomplished within the guidelines set forth in: FAR Part 4 Administrative Matters and FAR Part 42 Contract Administration and Audit Services.

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

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

### **G.17.1 Task Order Closeout Verification/Validation**

The Contractor shall verify that all data elements have been reported and validated within the designated reporting system within six months after the task order Period of Performance end date. Any data identified during verification that is incorrect, must be corrected within 30 calendar days after identification has been made as specified in Section F.6.

**SECTION H  
 SPECIAL CONTRACT REQUIREMENTS**

**H.1 PROVISIONS INCORPORATED BY REFERENCE AT TASK ORDER LEVEL**

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

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

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.209-12	CERTIFICATION REGARDING TAX MATTERS	FEB 2016	X	X	X
52.211-6	BRAND NAME OR EQUAL	AUG 1999	X	X	X
52.211-14*	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	APR 2008	X	X	X
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT 2010	X	X	X
52.215-20*	ALTERNATE I	OCT 2010	X	X	X
52.215-20	ALTERNATE II	OCT 1997	X	X	X
52.215-20*	ALTERNATE III	OCT 1997	X	X	X
52.215-20*	ALTERNATE IV	OCT 2010	X	X	X
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACTING EFFORT	OCT 2009	X	X	X
52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS — NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION  (Note: If DoD, use DFARS 252.216-7002 Alternate A (FEB 2007) in combination with FAR 52.216-29 (FEB 2007))	FEB 2007			X



52.216-30	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION	FEB 2007			X
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS —COMMERCIAL ITEM ACQUISITION	FEB 2007			X
52.217-5	EVALUATION OF OPTIONS	JUL 1990	X	X	X
52.234-2	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – PRE-AWARD IBR	JUL 2006	X	X	X
52.234-3	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – POST-AWARD IBR	JUL 2006	X	X	X
52.234-4*	EARNED VALUE MANAGEMENT SYSTEM	MAY 2014	X	X	X
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	MAR 2015	X	X	X

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

## **H.2 MARKETING**

GSA requires the review and approval of any Press/News Releases for Orders and Master Contracts, Marketing/ Promotional Materials and Brochures by a Contractor that is VETS 2 GWAC related, including information on the Contractor’s VETS 2 GWAC webpage.

All marketing, promotional materials, and news releases in connection with VETS 2 GWAC or task order awards under VETS 2 GWAC, including information on the Contractor’s VETS 2 GWAC webpage, may be co-branded with marks owned or licensed by the Contractor and GSA, as long as the Contractor complies with GSAR 552.203-71, Restriction on Advertising, and in the case of GSA’s logo must comply with GSA’s logo policy, [www.gsa.gov/logos](http://www.gsa.gov/logos). Contractors shall ensure these guidelines are adhered to by its subcontractors.

## **H.3 ORGANIZATIONAL CONFLICT OF INTEREST**

The guidelines and procedures of FAR 9.5 will be used in identifying and resolving any issues of organizational conflict of interest at the Order level.

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

#### **H.4 PERMITS**

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

#### **H.5 SECURITY: SAFEGUARDING SENSITIVE DATA AND IT RESOURCES**

Contractors entering into an agreement for service to government activities shall be subject to all IT security standards, policies, reporting requirements, and government wide laws or regulations applicable to the protection of government wide information security, as listed in Attachment J-3 Government Cybersecurity Policies and Regulations.

Additional requirements may be included on individual task orders by the issuing agency OCO. A listing of policies and regulations applicable to GSA issued task orders is also provided in Attachment J-3.

#### **H.6 SECURITY: FACILITY CLEARANCES**

Individual task orders may require facility security clearances. Unless specified otherwise by the OCO, only those Offerors that meet the required security clearance levels on individual Orders shall be able to compete for task orders requiring security clearance(s). When classified work is required on an individual task order, the Contract Security Classification Specification, (DD Form 254 or agency equivalent) will be issued to the Contractor by the requiring agency.

#### **H.7 SECURITY: PERSONNEL CLEARANCES**

The Contractor is responsible for providing personnel with appropriate security clearances to ensure compliance with Government security regulations, as specified on individual Orders. The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employee's trustworthiness and suitability for the position. Clearances may require Special Background Investigations (SBI), Sensitive Compartmented Information (SCI) access or Special Access Programs (SAP), or agency-specific access, such as a Q clearance or clearance for restricted data. Contractors should refer to task order solicitations for guidance on whether or not the customer agency will pay for the investigation or if the contractor is responsible for the cost of the investigation.

#### **H.8 CONTRACTOR TRAINING**

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

## **H.9 GOVERNMENT PROPERTY**

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

## **H.10 LEASING OF REAL AND PERSONAL PROPERTY**

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

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

## **H.11 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY**

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

The offeror must reference the Section 508 technical standards below as a resource for meeting compliance of deliverables:

- 1194.21 Software applications and operating systems
- 1194.22 Web-based Intranet and Internet Information and Applications
- 1194.23 Telecommunications Products
- 1194.24 Video and multimedia products
- 1194.25 Self contained, closed products
- 1194.26 Desktop and portable computers
- 1194.31 Functional Performance Criteria
- 1194.41 Information, Documentation and Support

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

Information about Section 508 provisions is available at <http://www.section508.gov/>. The complete text of Section 508 Final provisions can be accessed at <http://www.access-board.gov/>.

#### **H.12 INTERNET PROTOCOL VERSION 6 (IPv6)**

The Master Contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that: (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 Standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development, and implementation available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor shall (1) obtain the Ordering Contracting Officer's (OCO's) approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available. Should the Contractor find that the Statement of Work (SOW) or specifications of an order do not conform to IPv6 standards, it must notify the OCO of such nonconformance and act in accordance with the instructions of the OCO.

#### **H.13 COST ACCOUNTING SYSTEM**

Unless specified otherwise by the OCO, a contractor responding to Cost-Reimbursement (CR) type task orders, as defined in FAR 16.301-1, is required to have an accounting system that the Defense Contract Audit Agency (DCAA), the Defense Contract Management Agency (DCMA), or any federal civilian audit agency has audited and determined adequate for determining costs applicable to the contract in accordance with FAR 16.301-3(a)(3). The Contractor shall notify VETS2@gsa.gov and designated OCOs for ongoing cost-reimbursement task orders, in writing, if there are any changes in the status of their cost accounting system and provide the reason(s) for the change.

#### **H.14 COMMERCIAL SOFTWARE AGREEMENTS**

The Government understands that commercial software tools will be purchased during performance of this GWAC and subsequent orders, and may be subject to commercial agreements which may take a variety of forms, including without limitation, licensing agreements, terms of service, maintenance agreements, and the like, whether existing, in hard copy or in an electronic or online format such as "clickwrap" or "browsewrap" (collectively, "Software Agreements"). The parties acknowledge that FAR 12.212(a) requires the Government to procure such tools and their associated documentation under such Software Agreements to the extent such Software Agreements are consistent with Federal law.

#### **H.15 LOGISTICAL SUPPORT PRIVILEGES**

As specified on individual Orders, Contractors may be required to provide logistical support in OCONUS areas. Individual Orders will specify whether Status of Forces Agreements (SOFAs) for foreign jurisdictions will apply and will be processed for foreign tax exemption purposes. At the discretion of the Military Theatre Commander, the Government may provide, but is not limited to, use of the following:

- (i) Military or other U.S. Government Clubs, exchanges, or other non-appropriated fund organizations;
- (ii) Military or other U.S. Government commissary stores;

- (iii) Military or other U.S. Government postal facilities;
- (iv) Utilities and services in accordance with priorities, rates or tariffs established by military or other U.S. Government agencies;
- (v) Military Payment Certificate (MPC), where applicable;
- (vi) Military or other U.S. Government banking facilities; and
- (vii) Military or other U.S. Government provided telephones, lines, and services with direct dialing capability and access to the Defense Switched Network (DSN), (formerly AUTOVON). The precedence of usage shall be coincident with the urgency of the requirement and in accordance with Government and Military regulations.

#### **H.16 MINIMUM CONTRACT SALES REQUIREMENTS**

Contractors awarded a VETS 2 contract are expected to meet a minimum contract sales requirement during the Master Contract base period. The minimum contract sales requirement is \$500,000 in Order value for each awardee. If the contractor does not meet the minimum contract sales requirement during the Master Contract base period, the Government will not exercise the contractor's Master Contract option period. Again, the Government is prohibited from exercising the Master Contract option period for contractors that fail to promote the success of VETS 2 by meeting the minimum contract sales requirement.

#### **H.17 TECHNICAL REFRESHMENT**

After award of the Master Contract, the Government may implement technical refreshment of the scope and/or the labor categories consistent with the appropriate changes clause in order to improve performance or react to changes in technology.

#### **H.18 OPEN SEASON**

The Government reserves the right to determine whether it would be appropriate to announce a new SDVOSB set-aside competition for the purpose of adding additional contractors to VETS 2.

Consistent with FAR 16.504(c)(1)(ii)(A), the GSA VETS 2 GWAC Contracting Officer has determined that it is in the Government's best interest that at all times during the term of the Master Contract there is an adequate number of VETS 2 GWAC Contractors eligible to compete for task orders.

Should the GSA VETS 2 Contracting Officer determine to conduct an open season in accordance with this section, the following considerations will apply:

1. An open season notice is published in Federal Business Opportunities in accordance with FAR Part 5, Publicizing Contract Action.
2. An open season solicitation is issued under current Federal procurement law, e.g. updating the provisions in Section L.

3. The solicitation identifies the total anticipated number of new contracts that GSA intends to award onto the Master Contract. The number of new contracts awarded through an open season is not limited by the number of awards made through the original competition or any other open season conducted through the contract.
4. The basis of the competition under the open season solicitation relies upon substantially the same methodology as in the original solicitation. GSA reserves the right to update the evaluation scoring model with consideration to market conditions.
5. The terms and conditions of any resulting awards are materially identical to the existing version of the VETS 2 GWAC.
6. The period of performance term for any new awards is coterminous with the existing term for all other Contractors
7. Immediately upon award, the new contractors are eligible to respond to task order requests and receive task order awards with the same rights and obligations as any other Contractor.

#### **H.19 EXERCISE OF THE CONTRACT OPTION PERIOD**

In accordance with FAR 52.217-9, Option to Extend the Term of the Contract, the Government may extend the term of this contract for one, five-year option period. In addition to the factors identified in FAR 17.207, the determination of whether the Contractor's option will be exercised will also include, but not be limited to, the following factors:

- Timely, Accurate, and Complete Reporting (G.13)
- Timely, Accurate, and Complete CAF Remittance (G.14)
- Contractor has met the Minimum Contract Sales Requirement (H.16)
- Contractor is in compliance with the Limitations on Subcontracting (G.16.1)
- Satisfactory Past Performance on Awarded Task Orders
- Status as a Service-Disabled, Veteran-Owned Small Business Concern (H.20.4)

#### **H.20 HANDLING OF SIZE AND STATUS RE-REPRESENTATIONS**

##### **H.20.1 Presumption of Loss**

For VETS 2 there is a presumption of loss when, as a result of a re-representation required by FAR 52.219-28, 13 CFR 125.15(e)(1)(i-ii) and 13 CFR 125.15(e)(2), the contractor becomes other than a small business (a large business) or does not remain a service disabled veteran-owned (SDVO) small business concern (SBC).

##### **H.20.2 Merger or Acquisition With Novation**

Per FAR 52.219-28 and 13 CFR 125.15(e)(1)(i-ii), merger or acquisition with novation requires timely size and SDVO SBC re-representation.

When the re-representation identifies other than a small business or a non-SDVO SBC, the novation will not be deemed to be in the Government's best interest. Given this advance information, such a merger or

acquisition will trigger a no cost contract cancellation, initiated by the contractor, with the following conditions:

- The contractor's size and/or socioeconomic status will be revised for the master contract in FPDS-NG, which will apply to all subsequent funding actions on orders.
- Existing task orders may continue at the OCO's discretion.
  - Option periods on existing task orders may continue at the OCO's discretion.

### **H.20.3 Merger or Acquisition Without Novation**

Per FAR 52.219-28 and 13 CFR 125.15(e)(1)(i-ii), merger or acquisition without novation requires timely size and SDVO SBC re-representation.

When the re-representation identifies other than a small business or a non-SDVO SBC the merger or acquisition will trigger a no cost contract cancellation, initiated by the contractor, with the following conditions:

- The contractor's size and/or socioeconomic status will be revised for the master contract in FPDS-NG, which will apply to all subsequent funding actions on orders.
- Existing task orders may continue at the OCO's discretion.
  - Option periods on existing task orders may continue at the OCO's discretion.

### **H.20.4 Re-Representation Prior to the Master Contract's Sixth Year**

Per FAR 52.219-28(b)(3)(i) and 13 CFR 125.15(e)(2) timely size and SDVO SBC re-representation is required prior to the master contract's sixth year. For VETS 2, when the re-representation identifies other than a small business or a non-SDVO SBC, then the master contract option period for the affected contractor contains the following changes:

1. The contractor is NOT eligible to respond to Task Order Requests subject to fair opportunity (FAR 16.505(b)(1))
2. The contractor remains eligible to accept orders from OCOs based on the following exception to a fair opportunity:
  - a. 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. (FAR 16.505(b)(2)(i)(C))
3. A subsequent merger or acquisition, with or without novation, triggers paragraph H.20.2 or H.20.3, as applicable.
  - a. If the result of the size and SDVO SBC re-representation is that the contractor is deemed to be a small business concern and a service-disabled veteran-owned small business concern, then H.20.4.1 will no longer apply, in which case it might take the Government 30 or more calendar days to implement the necessary adjustments.

**SECTION I  
 CONTRACT CLAUSES**

**I.1 GENERAL**

In accordance with FAR 52.301, Solicitation Provisions and Contract Clauses (Matrix), due to the various combinations for contract provisions/clauses that may be required for an individual task order based on the contract type, statement of work, dollar value, and other specific customer agency requirements, VETS 2 cannot predetermine all the contract provisions/clauses for future individual task orders. However, all Required and Required when Applicable provisions/clauses set forth in FAR 52.301 automatically flow down to all VETS 2 task orders, based on their specific contract type, statement of work, and dollar value.

The OCO must identify any Optional, and/or Agency-Specific provisions/clauses for each individual task order solicitation and subsequent task order award. The OCO must provide the provision/clause Number, Title, Date, and fill-in information (if any), as of the date the task order solicitation is issued.

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

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

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.202-1	DEFINITIONS	NOV 2013	X	X	X
52.203-3	GRATUITIES	APR 1984	X	X	X
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014	X	X	X
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006	X	X	
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014	X	X	X
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	X	X	X
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	X	X	X
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	X	X	X
52.203-13	CONTRACTOR CODE OF BUSINESS AND CONDUCT	OCT 2015	X	X	X



52.203-14	DISPLAY OF HOTLINE POSTER(S)	OCT 2015	X	X	X
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010	X	X	X
52.203-16	PREVENTING PERSONAL CONFLICT OF INTEREST	DEC 2011	X	X	X
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEE OF WHISTLEBLOWER RIGHTS	APR 2014	X	X	X
52.204-2	SECURITY REQUIREMENTS	AUG 1996	X	X	X
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011	X	X	X
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011	X	X	X
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2015	X	X	X
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013	X	X	X
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	JAN 2014	X	X	X
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015	X	X	X
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY 2006	X	X	X
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015	X	X	X
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013	X	X	X
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015	X	X	X
52.211-5	MATERIALS REQUIREMENTS	AUG 2000	X	X	
52.211-11*	LIQUIDATED DAMAGES – SUPPLIES,	SEP 2000	X		

	SERVICES, OR RESEARCH AND DEVELOPMENT				
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR 2008	X	X	X
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991	X	X	X
52.215-2	AUDIT AND RECORDS —NEGOTIATION	OCT 2010	X	X	X
52.215-2	ALTERNATE I	MAR 2009	X	X	X
52.215-2	ALTERNATE III	JUN 1999	X	X	X
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997	X	X	X
52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT 1997	X	X	X
52.215-9	ALTERNATE I	OCT 2010	X		
52.215-9	ALTERNATE II	OCT 2010		X	
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	AUG 2011	X	X	X
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	AUG 2011	X	X	X
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 2010	X	X	X
52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS	OCT 2010	X	X	X
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010	X	X	X
52.215-14	ALTERNATE I	OCT 1997	X	X	X
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	X	X	X
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	X	X	X
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005	X	X	X
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	X	X	X

52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT 2010	X	X	X
52.215.21	ALTERNATE I	OCT 2010	X	X	X
52.215-21	ALTERNATE II	OCT 1997	X	X	X
52.215-21	ALTERNATE III	OCT 1997	X	X	X
52.215-21	ALTERNATE IV	OCT 2010	X	X	X
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009	X	X	X
52.216-4	ECONOMIC PRICE ADJUSTMENT – LABOR AND MATERIAL	JAN 1997	X		X
52.216-5*	PRICE REDETERMINATION – PROSPECTIVE	OCT 1997	X		X
52.216-6*	PRICE REDETERMINATION—RETROACTIVE	OCT 1997	X		X
52.216-7*	ALLOWABLE COST AND PAYMENT	JUN 2013		X	X
52.216-8	FIXED FEE	JUN 2011		X	X
52.216-10	INCENTIVE FEE	JUN 2011		X	X
52.216-11*	COST CONTRACT-NO FEE	APR 1984		X	X
52.216-12	COST-SHARING CONTRACT—NO FEE	APR 1984		X	
52.216-16*	INCENTIVE PRICE REVISION - FIRM TARGET	OCT 1997	X		X
52.216-16	ALTERNATE I	APR 1984	X		X
52.216-17*	INCENTIVE PRICE REVISION - SUCCESSIVE TARGETS	OCT 1997	X		X
52.216-17	ALTERNATE I	APR 1984	X		X
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997	X		
52.217-8*	OPTION TO EXTEND SERVICES	NOV 1999	X	X	X
52.219-3+	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD	NOV 2011	X	X	X
52.219-6+	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011	X	X	X
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2014	X	X	X

52.219-13	NOTICE OF SET-ASIDE OR ORDERS	NOV 2011	X	X	X
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011	X	X	X
52.219-27	NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE	NOV 2011	X	X	X
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	JUL 2013	X	X	X
52.219-29+	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS	DEC 2015	X	X	X
52.219-30+	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	DEC 2015	X	X	X
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997	X	X	X
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990		X	
52.222-3	CONVICT LABOR	JUN 2003	X	X	X
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	MAY 2014	X	X	X
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2016	X	X	X
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015	X	X	X
52.222-26	EQUAL OPPORTUNITY	APR 2015	X	X	X
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015	X	X	X
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015	X	X	X
52.222-35	ALTERNATE I	JUL 2014	X	X	X
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014	X	X	X
52.222-36	ALTERNATE I	JUL 2014	X	X	X
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016	X	X	X

52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	X	X	X
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015	X	X	X
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015	X	X	X
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013	X	X	X
52.223-3*	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997	X	X	X
52.223-3	ALTERNATE I	JUL 1995	X	X	X
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011	X	X	X
52.223-5	ALTERNATE I	MAY 2011	X	X	X
52.223-5	ALTERNATE II	MAY 2011	X	X	X
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	X	X	X
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011	X	X	
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995	X	X	X
52.223-13	ACQUISITION OF EPEAT <sup>(R)</sup> REGISTERED IMAGING EQUIPMENT	JUN 2014	X	X	X
52.223-14	ACQUISITION OF EPEAT <sup>(R)</sup> REGISTERED TELEVISIONS	JUN 2014	X	X	X
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007	X	X	X
52.223-16	ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS	OCT 2015	X	X	X
52.223-16	ALTERNATE I	JUN 2014	X	X	X
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008	X	X	X
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	X	X	X

52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011	X	X	X
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984	X	X	X
52.224-2	PRIVACY ACT	APR 1984	X	X	X
52.225-1	BUY AMERICAN –SUPPLIES	MAY 2014	X	X	X
52.225-3	BUY AMERICAN – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT	MAY 2014	X	X	X
52.225-3	ALTERNATE I	MAY 2014	X	X	X
52.225-3	ALTERNATE II	MAY 2014	X	X	X
52.225-3	ALTERNATE III	MAY 2014	X	X	X
52.225-8	DUTY-FREE ENTRY	OCT 2010	X	X	X
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	X	X	X
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	X	X	X
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008	X	X	X
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007	X	X	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	X	X	
52.227-3	PATENT INDEMNITY	APR 1984	X	X	
52.227-3*	ALTERNATE I	APR 1984	X	X	
52.227-3*	ALTERNATE II	JUL 1995	X	X	
52.227-5*	WAIVER OF INDEMNITY	APR 1984	X	X	
52.227-9	REFUND OF ROYALTIES	APR 1984	X		
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	DEC 2007	X	X	
52.227-11	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM)	MAY 2014	X	X	

52.227-13	PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT	DEC 2007	X	X	
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014	X	X	X
52.227-14	ALTERNATE I	DEC 2007	X	X	X
52.227-14*	ALTERNATE II	DEC 2007	X	X	X
52.227-14*	ALTERNATE III	DEC 2007	X	X	X
52.227-14	ALTERNATE IV	DEC 2007	X	X	X
52.227-14	ALTERNATE V	DEC 2007	X	X	X
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987	X	X	
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007	X	X	X
52.227-19	COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS	DEC 2007	X		
52.227-21	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT—MAJOR SYSTEMS	MAY 2014	X	X	X
52.227-22	MAJOR SYSTEM - MINIMUM RIGHTS	JUN 1987	X	X	X
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987	X	X	X
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	X	X	X
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	X	X	X
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997	X		
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996		X	
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013	X		X
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB 2013	X		X
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	FEB 2013	X		X
52.229-8*	TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990		X	
52.229-10*	STATE OF NEW MEXICO GROSS RECEIPTS	APR 2003		X	X

	AND COMPENSATING TAX				
52.232-1	PAYMENTS	APR 1984	X		
52.232-7*	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	AUG 2012			X
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002	X		X
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984	X	X	X
52.232-11	EXTRAS	APR 1984	X		
52.232-12*	ADVANCE PAYMENTS	MAY 2001	X	X	X
52.232-12	ALTERNATE I	APR 1984	X	X	X
52.232-12*	ALTERNATE II	MAY 2001		X	
52.232-16*	PROGRESS PAYMENTS	APR 2012	X		
52.232-16	ALTERNATE I	MAR 2000	X		
52.232-17	INTEREST	MAY 2014	X	X	X
52.232-18	AVAILABILITY OF FUNDS	APR 1984	X	X	X
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984	X	X	
52.232-20	LIMITATION OF COST	APR 1984		X	
52.232-22	LIMITATION OF FUNDS	APR 1984		X	
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014	X	X	X
52.232-23	ALTERNATE I	APR 1984	X	X	X
52.232-25	PROMPT PAYMENT	JUL 2013	X	X	X
52.232-25	ALTERNATE I	FEB 2002		X	X
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT	JUL 2013	X	X	X
52.232-36	PAYMENT BY THIRD PARTY	MAY 2014	X	X	X
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS.	MAY 1999	X	X	X
52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013	X	X	X



52.233-1	DISPUTES	MAY 2014	X	X	X
52.233-1	ALTERNATE I	DEC 1991	X	X	X
52.233-3	PROTEST AFTER AWARD	AUG 1996	X		X
52.233-3	ALTERNATE I	JUN 1985		X	
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004	X	X	X
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	X	X	X
52.237-3	CONTINUITY OF SERVICES	JAN 1991	X	X	
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014		X	X
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996	X	X	X
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	X	X	X
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014		X	X
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997		X	X
52.242-13	BANKRUPTCY	JUL 1995	X	X	X
52.243-1	CHANGES – FIXED-PRICE ALTERNATE I	APR 1984	X		
52.243-1	ALTERNATE II	APR 1984	X		
52.243-1	ALTERNATE III	APR 1984	X		
52.243-2	CHANGES – COST REIMBURSEMENT ALTERNATE I	APR 1984		X	
52.243-2	ALTERNATE II	APR 1984		X	
52.243-2	ALTERNATE V	APR 1984		X	
52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000			X
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984	X	X	
52.243-7*	NOTIFICATION OF CHANGES	APR 1984	X	X	X
52.244-2*	SUBCONTRACTS	OCT 2010	X	X	X
52.244-2	ALTERNATE I	JUN 2007		X	

52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996	X	X	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	FEB 2016	X	X	X
52.245-1	GOVERNMENT PROPERTY	APR 2012	X	X	X
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	APR 2012	X		
52.245-9	USE AND CHANGES	APR 2012	X	X	X
52.246-19*	WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA.	MAY 2001	X		
52.246-19	ALTERNATE I	APR 1984	X		
52.246-19	ALTERNATE II	APR 1984	X		
52.246-19	ALTERNATE III	APR 1984	X		
52.246-20*	WARRANTY OF SERVICES	MAY 2001	X		
52.247-1*	COMMERCIAL BILL OF LADING NOTATIONS	FEB 2006	X	X	X
52.247-63*	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	X	X	X
52.247-67*	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	X	X	X
52.248-1*	VALUE ENGINEERING	OCT 2010	X	X	X
52.248-1	ALTERNATE I	APR 1984	X	X	X
52.248-1	ALTERNATE II	FEB 2000	X	X	X
52.248-1	ALTERNATE III	APR 1984	X	X	X
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012	X		X
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM).	APR 1984	X		
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004		X	
52.249-6	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	X

52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012	X	X	X
52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES	JAN 1991		X	
52.253-1	COMPUTER GENERATED FORMS	JAN 1991	X	X	X

(Note: Clause numbers followed by an asterisk (\*) require fill-ins by the OCO if determined applicable and incorporated into the Order. Clause numbers followed by a plus sign (+) are not applicable to the Master Contract solicitation but may be utilized by the OCO as described in FAR 16.505(b)(2)(i)(F).)

(End of Clause)

**I.2.1 Acquisition of Commercial Items**

The following clauses apply only to task and delivery orders that are for the acquisition of supplies or services that meet the definition of commercial items at FAR 2.101. They will be incorporated in full text into individual orders, as applicable.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS ALTERNATE I	MAY 2014			X
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	MAR 2016	X		

**I.2.1.1 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.

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

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

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

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

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

(i) Payment.

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

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

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

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which

the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the

Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

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

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

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

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) Unauthorized Obligations

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



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

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

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

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

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

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

(w) Commercial supplier agreements - unenforceable clauses

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

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

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

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

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

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

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

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

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

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

(vi) Additional terms.

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

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

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

(3) Terms do not increase government prices; and

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

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

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

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

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S.

Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

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

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

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

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list (if applicable) shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

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

(End of Clause)

**I.2.2 General Services Administration Regulations (GSAR), Incorporated By Reference**

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 address: <https://www.acquisition.gov/>

CLAUSE #	CLAUSE TITLE	DATE
552.203-71	RESTRICTION ON ADVERTISING	SEP 2009
552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS	OCT 2012
552.215-70	EXAMINATION OF RECORDS BY GSA	FEB 1996
552.228-5	GOVERNMENT AS ADDITIONAL INSURED	JAN 2016
552.229-71	FEDERAL EXCISE TAX - DC GOVERNMENT	SEP 1999
552.232-1	PAYMENTS (DEVIATION (FAR 52.232-1))	NOV 2009
552.232-23	ASSIGNMENT OF CLAIMS	SEP 1999
552.237-73	RESTRICTION ON DISCLOSURE INFORMATION	JUN 2009
552.239-70	INFORMATION TECHNOLOGY SECURITY PLAN AND SECURITY AUTHORIZATION	JUN 2011
552.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES	JAN 2012

**I.3 GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION (FAR 52.252-6))**

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) “Substantially the same as” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of clause)

**I.4 FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued in accordance with Section F.2.

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

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

(End of clause)

**I.5 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the \$2,500 as amended, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$1 Billion per year;
- (2) Any order for a combination of items in excess of the remaining GWAC Ceiling value; or
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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

(End of clause)

**I.6 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the

supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months following the expiration of the master contract ordering period.

(End of clause)

**I.7 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

**I.8 FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)**

- (a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract’s description of the basis for payment.
- (b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor’s request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.
- (c) *Approval and payment of requests.*
  - (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event

or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

- (2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the \_\_\_\_\_ [*Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30<sup>th</sup>"*] 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 subparagraph (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.9 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)

**I.10 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**

- J-1 Performance Requirements Summary
- J-2 Labor Categories and BLS Service Occupational Classifications
- J-3 Government Cybersecurity Policies and Regulations
- J-4 Transactional Data Reporting
- J-5 Maximum Rates

## ATTACHMENT J-1 PERFORMANCE REQUIREMENTS SUMMARY

This attachment is in support of solicitation QTA0016AWA0001. Reference solicitation section F.5 for further information.

Performance Objective	Applicability	Performance Standard
Accessible and current VETS 2 Contractor webpage	G.7 Contractor Webpage	Fully accessible and updated webpage. No broken links, Redacted contract and all modifications listed, etc.
Contractor representation at mandatory meetings	G.10 Meetings and Conferences	Attend all required conferences and meetings.
Timely, complete and accurate submission of Task Order Award Notifications	G.13.1 GWAC Task Order Award Notifications	Submission of accurate and complete data within timeframes stated in the contract.
Timely, complete and accurate submission of transactional data	G.13.2 Reporting Transactional Data	Submission of accurate and complete data within timeframes stated in the contract.
Timely CAF Remittance	G.14 CAF Remittance	Payment within timeframe stated in the contract.
Timely and complete submission of surveys and information requests	G.15 GWAC Data Calls	Submission of accurate and complete data by due date.
Timely, complete and accurate submission of subcontracting data	G.16.2 Subcontract Reporting	Submission of accurate and complete data within timeframes stated in the contract.
Timely, complete and accurate verification and validation	G.17.1 Task Order Closeout Verification and Validation	Verification and validation of data within timeframes stated in the contract.

## ATTACHMENT J-2 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

This attachment is in support of solicitation QTA0016AWA0001. Reference solicitation section B.8.4 for further information.

### BACKGROUND:

VETS 2 labor categories have been mapped to the Office of Management and Budget's (OMB) Standard Occupational Classification (SOC) for which the Bureau of Labor Statistics (BLS) maintains compensation data. Labor categories are further subdivided by knowledge/skill level. Definitions of these knowledge/skill levels are as follows:

- **JUNIOR:** Applies fundamental concepts, processes, practices, and procedures on technical assignments. Performs work that requires practical experience and training. Work is performed under supervision.
- **JOURNEYMAN:** Possesses and applies expertise on multiple complex work assignments. Assignments may be broad in nature, requiring originality and innovation in determining how to accomplish tasks. Operates with appreciable latitude in developing methodology and presenting solutions to problems. Contributes to deliverables and performance metrics where applicable.
- **SENIOR:** Possesses and applies a comprehensive knowledge across key tasks and high impact assignments. Plans and leads major technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. Functions as a technical expert across multiple project assignments. May supervise others.
- **SUBJECT MATTER EXPERT (SME):** Provides technical/management leadership on major tasks or technology assignments. Establishes goals and plans that meet project objectives. Has domain and expert technical knowledge. Directs and controls activities for a client, having overall responsibility for financial management, methods, and staffing to ensure that technical requirements are met. Interactions involve client negotiations and interfacing with senior management. Decision making and domain knowledge may have a critical impact on overall project implementation. May supervise others.

## INDIVIDUAL LABOR CATEGORIES

The following individual labor categories correspond to a single SOC Number, Title, and Functional Description.

Labor ID #	Business Intelligence Analyst
101	Junior Business Intelligence Analyst
102	Journeyman Business Intelligence Analyst
103	Senior Business Intelligence Analyst
104	SME - Business Intelligence Analyst
SOC No.	SOC Title and Functional Description
15-1199.08	Business Intelligence Analyst - Plan, direct, or coordinate activities in such fields as electronic data processing, information systems, systems analysis, and computer programming.

Labor ID #	Computer and Information Research Scientist
111	Junior Computer and Information Research Scientist
112	Journeyman Computer and Information Research Scientist
113	Senior Computer and Information Research Scientist
114	SME - Computer and Information Research Scientist
SOC No.	SOC Title and Functional Description
15-1111.00	Computer and Information Research Scientist - Conduct research into fundamental computer and information science as theorists, designers, or inventors. Develop solutions to problems in the field of computer hardware and software.

Labor ID #	Computer and Information Systems Manager
121	Junior Computer and Information Systems Manager
122	Journeyman Computer and Information Systems Manager
123	Senior Computer and Information Systems Manager
124	SME - Computer and Information Systems Manager
SOC No.	SOC Title and Functional Description
11-3021.00	Computer and Information Systems Manager - Plan, direct, or coordinate activities in such fields as electronic data processing, information systems, systems analysis, and computer programming.

Labor ID #	Computer Hardware Engineer
131	Junior Computer Hardware Engineer
132	Journeyman Computer Hardware Engineer
133	Senior Computer Hardware Engineer
134	SME - Computer Hardware Engineer
SOC No.	SOC Title and Functional Description
17-2061.00	Computer Hardware Engineer - Research, design, develop, or test computer or computer-related equipment for commercial, industrial, military, or scientific use. May supervise the manufacturing and installation of computer or computer-related equipment and components.



Labor ID #	Computer Network Architect
141	Junior Computer Network Architect
142	Journeyman Computer Network Architect
143	Senior Computer Network Architect
144	SME - Computer Network Architect
SOC No.	SOC Title and Functional Description
15-1143.00	Computer Network Architect - Design and implement computer and information networks, such as local area networks (LAN), wide area networks (WAN), intranets, extranets, and other data communications networks. Perform network modeling, analysis, and planning. May also design network and computer security measures. May research and recommend network and data communications hardware and software.

Labor ID #	Computer Network Support Specialist
151	Junior Computer Network Support Specialist
152	Journeyman Computer Network Support Specialist
153	Senior Computer Network Support Specialist
154	SME - Computer Network Support Specialist
SOC No.	SOC Title and Functional Description
15-1152.00	Computer Network Support Specialist - Analyze, test, troubleshoot, and evaluate existing network systems, such as local area network (LAN), wide area network (WAN), and Internet systems or a segment of a network system. Perform network maintenance to ensure networks operate correctly with minimal interruption.

Labor ID #	Computer Operator
161	Junior Computer Operator *
162	Journeyman Computer Operator *
163	Senior Computer Operator
164	SME - Computer Operator
SOC No.	SOC Title and Functional Description
43-9011.00	Computer Operator - Monitor and control electronic computer and peripheral electronic data processing equipment to process business, scientific, engineering, and other data according to operating instructions. Monitor and respond to operating and error messages. May enter commands at a computer terminal and set controls on computer and peripheral devices.

Labor ID #	Computer Programmer
171	Junior Computer Programmer
172	Journeyman Computer Programmer
173	Senior Computer Programmer
174	SME - Computer Programmer
SOC No.	SOC Title and Functional Description
15-1131.00	Computer Programmer - Create, modify, and test the code, forms, and script that allow computer applications to run. Work from specifications drawn up by software developers or other individuals. May assist software developers by analyzing user needs and designing software solutions. May develop and write computer programs to store, locate, and retrieve specific documents, data, and information.

Labor ID #	Computer Systems Analyst
181	Junior Computer Systems Analyst
182	Journeyman Computer Systems Analyst
183	Senior Computer Systems Analyst
184	SME - Computer Systems Analyst
SOC No.	SOC Title and Functional Description
15-1121.00	Computer Systems Analyst - Analyze science, engineering, business, and other data processing problems to implement and improve computer systems. Analyze user requirements, procedures, and problems to automate or improve existing systems and review computer system capabilities, workflow, and scheduling limitations. May analyze or recommend commercially available software.

Labor ID #	Computer Systems Engineer/Architect
191	Junior Computer Systems Engineer/Architect
192	Journeyman Computer Systems Engineer/Architect
193	Senior Computer Systems Engineer/Architect
194	SME - Computer Systems Engineer/Architect
SOC No.	SOC Title and Functional Description
15-1199.02	Computer Systems Engineer/Architect - Design and develop solutions to complex applications problems, system administration issues, or network concerns. Perform systems management and integration functions.

Labor ID #	Computer User Support Specialist
201	Junior Computer User Support Specialist *
202	Journeyman Computer User Support Specialist
203	Senior Computer User Support Specialist
204	SME - Computer User Support Specialist
SOC No.	SOC Title and Functional Description
15.1151.00	Computer User Support Specialist - Provide technical assistance to computer users. Answer questions or resolve computer problems for clients in person, or via telephone or electronically. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.

Labor ID #	Data Warehousing Specialist
211	Junior Data Warehousing Specialist
212	Journeyman Data Warehousing Specialist
213	Senior Data Warehousing Specialist
214	SME - Data Warehousing Specialist
SOC No.	SOC Title and Functional Description
15-1199.07	Data Warehousing Specialist - Design, model, or implement corporate data warehousing activities. Program and configure warehouses of database information and provide support to warehouse users.

Labor ID #	Database Administrator
221	Junior Database Administrator
222	Journeyman Database Administrator
223	Senior Database Administrator
224	SME - Database Administrator
SOC No.	SOC Title and Functional Description
15-1141.00	Database Administrator - Administer, test, and implement computer databases, applying knowledge of database management systems. Coordinate changes to computer databases. May plan, coordinate, and implement security measures to safeguard computer databases.

Labor ID #	Database Architect
231	Junior Database Architect
232	Journeyman Database Architect
233	Senior Database Architect
234	SME - Database Architect
SOC No.	SOC Title and Functional Description
15-1199.06	Database Architect - Design strategies for enterprise database systems and set standards for operations, programming, and security. Design and construct large relational databases. Integrate new systems with existing warehouse structure and refine system performance and functionality.

Labor ID #	Document Management Specialist
241	Junior Document Management Specialist
242	Journeyman Document Management Specialist
243	Senior Document Management Specialist
244	SME - Document Management Specialist
SOC No.	SOC Title and Functional Description
15-1199.12	Document Management Specialist- Implement and administer enterprise-wide document management systems and related procedures that allow organizations to capture, store, retrieve, share, and destroy electronic records and documents.

Labor ID #	Geographic Information Systems Technician
251	Junior Geographic Information Systems Technician *
252	Journeyman Geographic Information Systems Technician
253	Senior Geographic Information Systems Technician
254	SME - Geographic Information Systems Technician
SOC No.	SOC Title and Functional Description
15-1199.05	Geographic Information Systems Technician - Assist scientists, technologists, or related professionals in building, maintaining, modifying, or using geographic information systems (GIS) databases. May also perform some custom application development or provide user support.

Labor ID #	Geospatial Information Scientist and Technologist
261	Junior Geospatial Information Scientist and Technologist
262	Journeyman Geospatial Information Scientist and Technologist
263	Senior Geospatial Information Scientist and Technologist
264	SME - Geospatial Information Scientist and Technologist
SOC No.	SOC Title and Functional Description
15-1199.04	Geospatial Information Scientist and Technologist - Research or develop geospatial technologies. May produce databases, perform applications programming, or coordinate projects. May specialize in areas such as agriculture, mining, health care, retail trade, urban planning, or military intelligence.

Labor ID #	Information Security Analyst
271	Junior Information Security Analyst
272	Journeyman Information Security Analyst
273	Senior Information Security Analyst
274	SME - Information Security Analyst
SOC No.	SOC Title and Functional Description
15-1122.00	Information Security Analyst - Plan, implement, upgrade, or monitor security measures for the protection of computer networks and information. May ensure appropriate security controls are in place that will safeguard digital files and vital electronic infrastructure. May respond to computer security breaches and viruses.

<b>Labor ID #</b>	<b>Information Technology Project Manager</b>
281	Junior Information Technology Project Manager
282	Journeyman Information Technology Project Manager
283	Senior Information Technology Project Manager
284	SME - Information Technology Project Manager
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1199.09	Information Technology Project Manager - Plan, initiate, and manage information technology (IT) projects. Lead and guide the work of technical staff. Serve as liaison between business and technical aspects of projects. Plan project stages and assess business implications for each stage. Monitor progress to assure deadlines, standards, and cost targets are met.

<b>Labor ID #</b>	<b>Management Analyst</b>
291	Junior Management Analyst
292	Journeyman Management Analyst
293	Senior Management Analyst
294	SME - Management Analyst
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
13-1111.00	Management Analyst - Conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively. Includes program analysts and management consultants.

<b>Labor ID #</b>	<b>Network and Computer Systems Administrator</b>
301	Junior Network and Computer Systems Administrator
302	Journeyman Network and Computer Systems Administrator
303	Senior Network and Computer Systems Administrator
304	SME - Network and Computer Systems Administrator
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1142.00	Network and Computer Systems Administrator - Install, configure, and support an organization's local area network (LAN), wide area network (WAN), and Internet systems or a segment of a network system. Monitor network to ensure network availability to all system users and may perform necessary maintenance to support network availability. May monitor and test Web site performance to ensure Web sites operate correctly and without interruption. May assist in network modeling, analysis, planning, and coordination between network and data communications hardware and software. May supervise computer user support specialists and computer network support specialists. May administer network security measures.

<b>Labor ID #</b>	<b>Software Developer, Applications</b>
311	Junior Software Developer, Applications
312	Journeyman Software Developer, Applications
313	Senior Software Developer, Applications
314	SME - Software Developer, Applications
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1132.00	Software Developer, Applications - Develop, create, and modify general computer applications software or specialized utility programs. Analyze user needs and develop software solutions. Design software or customize software for client use with the aim of optimizing operational efficiency. May analyze and design databases within an application area, working individually or coordinating database development as part of a team. May supervise computer programmers.

<b>Labor ID #</b>	<b>Software Developer, Systems Software</b>
321	Junior Software Developer, Systems Software
322	Journeyman Software Developer, Systems Software
323	Senior Software Developer, Systems Software
324	SME - Software Developer, Systems Software
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15-1133.00	Software Developer, Systems Software - Research, design, develop, and test operating systems-level software, compilers, and network distribution software for medical, industrial, military, communications, aerospace, business, scientific, and general computing applications. Set operational specifications and formulate and analyze software requirements. May design embedded systems software. Apply principles and techniques of computer science, engineering, and mathematical analysis.

<b>Labor ID #</b>	<b>Software Quality Assurance Engineer and Tester</b>
331	Junior Software Quality Assurance Engineer and Tester
332	Journeyman Software Quality Assurance Engineer and Tester
333	Senior Software Quality Assurance Engineer and Tester
334	SME - Software Quality Assurance Engineer and Tester
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
15.1199.01	Software Quality Assurance Engineer and Tester - Develop and execute software test plans in order to identify software problems and their causes.

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

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

<b>Labor ID #</b>	<b>Telecommunications Equipment Installer and Repairer</b>
361	Junior Telecommunications Equipment Installer and Repairer *
362	Journeyman Telecommunications Equipment Installer and Repairer
363	Senior Telecommunications Equipment Installer and Repairer
364	SME - Telecommunications Equipment Installer and Repairer
<b>SOC No.</b>	<b>SOC Title and Functional Description</b>
49-2022.00	Telecommunications Equipment Installer and Repairer - Install, set-up, rearrange, or remove switching, distribution, routing, and dialing equipment used in central offices or headends. Service or repair telephone, cable television, Internet, and other communications equipment on customers' property. May install communications equipment or communications wiring in buildings.

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

Labor ID #	Video Game Designer
381	Junior Video Game Designer
382	Journeyman Video Game Designer
383	Senior Video Game Designer
384	SME - Video Game Designer
SOC No.	SOC Title and Functional Description
15-1199.11	Video Game Designer - Design core features of video games. Specify innovative game and role-play mechanics, story lines, and character biographies. Create and maintain design documentation. Guide and collaborate with production staff to produce games as designed.

Labor ID #	Web Administrator
391	Junior Web Administrator
392	Journeyman Web Administrator
393	Senior Web Administrator
394	SME - Web Administrator
SOC No.	SOC Title and Functional Description
15-1199.03	Web Administrator - Manage web environment design, deployment, development and maintenance activities. Perform testing and quality assurance of web sites and web applications.

Labor ID #	Web Developer
401	Junior Web Developer
402	Journeyman Web Developer
403	Senior Web Developer
404	SME - Web Developer
SOC No.	SOC Title and Functional Description
15-1134.00	Web Developer - Design, create, and modify Web sites. Analyze user needs to implement Web site content, graphics, performance, and capacity. May integrate Web sites with other computer applications. May convert written, graphic, audio, and video components to compatible Web formats by using software designed to facilitate the creation of Web and multimedia content.

\* - The estimated direct labor rate for these labor categories is not expected to exceed the threshold of 29 CFR 541.400, therefore, the Service Contract Labor Standards may apply.

## **ATTACHMENT J-3 CYBERSECURITY POLICIES AND REGULATIONS**

This attachment is in support of solicitation QTA0016AWA0001. Reference solicitation section H.5 for further information.

Contractors entering into an agreement for service to government activities shall be subject to all IT security standards, policies, reporting requirements, and government wide laws or regulations applicable to the protection of government wide information security, as listed below. Additional requirements may be included in individual Task Orders by the issuing agency OCO.

Contractors are required to comply with Federal Information Processing Standards (FIPS), the "Special Publication 800 series" guidelines published by NIST, and the requirements of FISMA.

- Federal Information Security Management Act (FISMA) of 2002.
- Clinger-Cohen Act of 1996 also known as the "Information Technology Management Reform Act of 1996."
- Privacy Act of 1974 (5 U.S.C. § 552a).
- Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors", August 27, 2004.
- Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources", and Appendix III, "Security of Federal Automated Information Systems", as amended.
- OMB Memorandum M-04-04, "E-Authentication Guidance for Federal Agencies."
- FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems."
- FIPS PUB 200, "Minimum Security Requirements for Federal Information and Information Systems."
- FIPS PUB 140-2, "Security Requirements for Cryptographic Modules."
- NIST Special Publication 800-18 Rev 1, "Guide for Developing Security Plans for Federal Information Systems."
- NIST Special Publication 800-30, "Risk Management Guide for Information Technology Security Risk Assessment Procedures for Information Technology Systems."
- NIST Special Publication 800-34, "Contingency Planning Guide for Information Technology Systems."
- NIST Special Publication 800-37, Revision 1, "Guide for the Security Certification and Accreditation of Federal Information Systems."
- NIST Special Publication 800-47, "Security Guide for Interconnecting Information Technology Systems."
- NIST Special Publication 800-53 Revision 4, "Recommended Security Controls for Federal Information Systems."
- NIST Special Publication 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems."
- NIST Special Publication 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations"

## Required Policies and Regulations for GSA Issued Task Orders

The following applies to task orders awarded by GSA that involve access to sensitive data and IT resources to conduct business on behalf of, or with, GSA or GSA supported Government organizations regardless of dollar value.

In accordance with FAR 39.105, this section is included in the contract.

This section applies to all users of sensitive data and information technology (IT) resources, including contractors, subcontractors, lessors, suppliers and manufacturers.

The following GSA policies must be followed. These policies can be found at <http://www.gsa.gov/directives>

1. CIO P 2100.1 GSA Information Technology (IT) Security Policy
2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1 B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4 Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy
11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
14. CIO IL-13-01 Mobile Devices and Applications
15. CIO IL-14-03 Information Technology (IT) Integration Policy
16. HCO 9297.1 GSA Data Release Policy
17. HCO 9297.2B GSA Information Breach Notification Policy
18. ADM P 9732.1 D Suitability and Personnel Security

The Contractor and Subcontractors must insert the substance of this section in all subcontracts.



## ATTACHMENT J-4 TRANSACTIONAL DATA REPORTING

This attachment applies to the Master Contract only. The Contractor shall report all Orders issued, Modifications, Invoices, and Contract Access Fee data within the date specified in Section F.6. Orders and modifications issued by the GSA Assisted Acquisition Service, via the AAS Business System Portal (ASSIST), will be populated into the government designated system.

Refer to the government designated system instructions for the reporting process. The data elements identified below are representative of what is required in the government designated system. It is mandatory to complete the data elements in the format outlined in the government designated system instructions.

- Contract Number
- Order Description
- Predominate Contract Type(s)
- Performances based Contract (YES/NO)
- GSA Assisted Services (YES/NO)
- Initial Period of Performance
- Award Date
- Initial Obligated/Funded Amount
- Total Obligated/Funded Amount
- Total Estimated Value
- Ordering Contracting Officer Name
- Closed Out (YES)
- Receiving Agency/Bureau and location
- Place of Performance street, city, state, zip, country
- Attachments (Award Documents/SOW/SOO/PWS)
- Order Number
  - (Parent and subordinate Orders)
- Modification Number
- Modification Period of Performance
- Estimated Ultimate Completion Date
- Modification type
- Order Mod Description
- Mod Award Date
- Mod Obligated/Funded Amount
- Invoice/Voucher Number
- Invoice Date
- Invoice Amount
- Contract Access Fee Reported
- Unit of measure
- Itemized Charges categorized as follows:
  - Time and Material/Labor Hour Labor Cost
    - Labor Categories and Awarded Task Order Rates
  - Total Fixed Price Amount
  - Total Cost Reimbursement Amount
- Place of Performance Site (Government or Contractor Site)

- Zero Invoice (if applicable, when no invoice is shown for an active Order month)
- Total CAF Payment Amount
- Reporting Year
- Reporting Month
- Primary NAICS

**CLIN STRUCTURE**

The Contractor shall apply one or more of the following GWAC Program CLINs when reporting invoices in the government designated system.

<b>GWAC REPORTING CLIN</b>	<b>REPORTING LINE TYPE</b>
(see Attachment J-2)	VETS 2 GWAC Labor Categories
L00	Ancillary Labor
D00	Contract Access Fee (CAF)
E00	Contract Access Fee (CAF) SPECIAL RATE
F00	Zero Invoice
H00	Fixed Price
B00	Cost Reimbursement
A00	Materials (T&M only)

(END OF ATTACHMENT J-4)