

AWARD/CONTRACT		1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.		RATING	PAGE OF PAGES 1 242	
2. CONTRACT (Procurement, Instruction, Identification) NUMBER 47QTCB26D0038		3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NUMBER QP0025445		
5. ISSUED BY GSA/FAS/ITC Services Contracts Division 1 1800 F Street, NW Washington DC 20405		CODE 47QTCB	6. ADMINISTERED BY (If other than Item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (Number, Street, County, State and ZIP Code) NOBLIS, INC. Attn: JAMES FINDLEY 2002 EDMUND HALLEY DRIVE RESTON VA 20191-3436			8. DELIVERY <input type="checkbox"/> FREE ON BOARD (FOB) ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
11. SHIP TO/MARK FOR GSA/FAS/ITC Services Contracts Division 1 1800 F Street, NW Washington DC 20405			9. DISCOUNT FOR PROMPT PAYMENT			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION UNDER THE UNITED STATES CODE AT: <input type="checkbox"/> 10 U.S.C. 3204 (a) () <input type="checkbox"/> 41 U.S.C. 3304 (a) ()			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
11. SHIP TO/MARK FOR GSA/FAS/ITC Services Contracts Division 1 1800 F Street, NW Washington DC 20405			12. PAYMENT WILL BE MADE BY			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION UNDER THE UNITED STATES CODE AT: <input type="checkbox"/> 10 U.S.C. 3204 (a) () <input type="checkbox"/> 41 U.S.C. 3304 (a) ()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NUMBER	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued					
15G. TOTAL AMOUNT OF CONTRACT						\$0.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE (S)
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>47QTCB24R0009</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
19A. NAME AND TITLE OF SIGNER (Type or print) JAMES FINDLEY		20A. NAME OF CONTRACTING OFFICER Roman Rodriguez	
19B. NAME OF CONTRACTOR NOBLIS, INC. Signed by:	19C. DATE SIGNED 2/23/2026	20B. UNITED STATES OF AMERICA DocuSigned by: <i>Roman Rodriguez</i>	20C. DATE SIGNED 2/25/2026

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	47QTCB26D0038	2	242

NAME OF OFFEROR OR CONTRACTOR

NOBLIS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	An Alliant 3 base contract is awarded to the entity listed in Block 7 of this SF 26. No activity is authorized on the Alliant 3 GWAC until a Notice to Proceed (NTP) is issued by the Procuring Contracting Officer (PCO).				
00001	Base Period Obligated Amount: \$0.00				999,999,999,999.99
00002	5 Year Option Period Amount: \$0.00 (Option Line Item) 02/26/2031				0.00
	The total amount of award: \$999,999,999,999.99. The obligation for this award is shown in box 15G.				



Governmentwide Acquisition Contract (GWAC)

Master Contract

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LIST OF ACRONYMS

Table 1 - Master Contract Acronyms

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

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

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

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

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

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

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

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

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

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

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

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

SECTION A - SOLICITATION/CONTRACT FORM

THE OFFICIAL SF-26 FORM IS SEPARATELY ATTACHED

(END OF SECTION A)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 General

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

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

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

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

B.2 Authority

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

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

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

B.3 Economy Act

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

B.4 Maximum Contract Ceiling and Minimum Contract Guarantee

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

B.5 Performance Based Preference

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

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

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

B.6 Labor Categories (LCAT or LCATs)

B.6.1 Three Labor Category Types

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

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

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

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

B.6.1.1 Standard IT Service Labor Categories

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

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

B.6.1.2 Non-Standard IT Service LCATs

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

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

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

B.6.1.3 Ancillary Service Labor Categories

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

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

B.6.2 Applicability of Labor Category Types and Maximum Rates

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

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

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

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

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

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

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

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

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

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

B.9 Task Order Contract Types

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

B.9.1 Requirements Contract Type

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

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

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

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

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

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

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

- (a) IDIQ Contracts- A Requirements Contract type Task Order issued under this Master Contract is not an IDIQ contract. There are distinct structural and legal differences between a Requirements Contract and an IDIQ. A Requirements Contract type in this Master Contract is one in which the Government (buyer) agrees to purchase all of its needs for a particular item or service during the Task Order period from the Contractor (seller), and the seller agrees to fill all of the buyer's needs for IT services described in the Task Order. Thus, unlike an IDIQ, an essential element of a Requirements Contract type is the promise by the buyer to purchase all the subject matter within this contract type of Task Order exclusively from one seller, whereas, with an IDIQ, once the minimum is met, the buyer is not obligated to place any additional orders. Additionally, the multiple-award preference requirement does not apply as it does with an IDIQ, under FAR 16.504(c)(1). An IDIQ is also different from a Requirements Contract type in the following: (1) A Requirements Contract's guaranteed minimums are not required; (2) The Task Order Request of a Requirements Contract must state realistic estimated quantities, and (3) The buyer and seller are obligated to buy and sell on a Requirements at the prices negotiated at time of award.
- (b) A Basic Ordering Agreement (BOA), under the rules of FAR Subpart 16.703, is not a contract. It is a written instrument of understanding used when contracting for uncertain requirements for supplies or services when specific items, quantities, and prices are not known at the time the agreement is executed. Thus, a BOA, unlike a Requirements Contract, does not require a clearly defined scope or required pricing established at time of award. And because a defined scope and established pricing is required for any Task Order issued under this Master Contract, BOAs are unsuitable methods of procurement for purposes of this GSA GWAC program.
- (c) A traditional Blanket Purchase Agreement (BPA) falls under the rules of FAR Subpart 13.303 Simplified Acquisition Procedures, and a Multiple Award Schedule BPA (also known as a GSA Schedule BPA) falls under the rules of FAR Subpart 8.4 Federal Supply Schedules (FSS). Task Orders should be issued in accordance with the rules under FAR Subpart 16.505, not FAR Subpart 13.303 or 8.4. Neither of the two BPA types fall under

FAR Part 16 Types of Contracts because they are agreements similar to BOAs. BPAs neither obligate funds nor require placement of any orders against it. The award of a BPA lacks mutuality of consideration at the time of BPA award. Like BOAs, BPAs are not suitable as a Task Order contract type. Therefore, including IDIQ, BPA and BOA Task Order contract types into **Section B.9** are not in the best interest of the Government for this Master Contract.

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

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

B.10 Order Type Preference

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

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

B.11 Task Order Pricing (All Order Types)

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

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

B.11.1 Fixed-Price

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

B.11.2 Cost-Reimbursement

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

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

B.11.3 Incentive

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

B.11.4 Award Fee

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

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

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

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

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

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Master Contract Maximum Rates. Task Order Ceilings or fixed rates will not change the Contractor's Maximum Rates in the Master Contract.

Escalation Rate- The burdened Maximum Rates awarded for each LCAT at initial contract award shall serve as the basis for all future year pricing for those Maximum Rates. In order to determine future year Maximum Rate pricing, the originally awarded rates will have an escalation rate applied. This **Escalation Factor** is the weighted three-year average of the Bureau of Labor Statistics (BLS) Employment Cost Index (ECI), *“Table 5: COMPENSATION (NOT SEASONALLY ADJUSTED) for total compensation for private industry workers, by occupational group and Industry, Professional, scientific, and technical services”*.

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

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

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

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

(b) APPLICABLE TO THE TASK ORDERS.

- (1) Maximum Ceiling rates for current and future IT services requirements are determined by GSA to be fair and reasonable on the Master Contract, inclusive of the Escalation Factor. However, the Task Order issuing agencies will perform their own determination for fair and reasonable pricing for each Task Order they award.
- (2) The Master Contract Maximum Rates that are in effect at the time a Task Order is awarded shall remain with the Task Order award during the entire term of the Task Order, including any Task Orders option periods. Therefore, any price

increases in LCATS triggered by the Master Contract's Escalation Factor during the term of any active Task Order will not apply. Only newly awarded Task Orders subsequent to an Escalation Factor's execution may be considered at the discretion of the Task Ordering issuing agency.

- (3) Based on the specific Task Order requirements, only the agency OCO is authorized to exceed the Master Contract Maximum Rates for those Labor Categories, if necessary, for example, Top Secret/SCI labor and/or OCONUS locations, etc.

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

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

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

B.12 Travel Pricing (All Order Types)

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

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

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

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

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

OCONUS includes:

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

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

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

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

B.14 GWAC Contract Access Fee (CAF)

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

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

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

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

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

(END OF SECTION B)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 Scope of Work Objective

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

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

C.2 Scope of Work Overview

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

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

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

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

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

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

C.3 Foundation of the Scope of Work

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

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

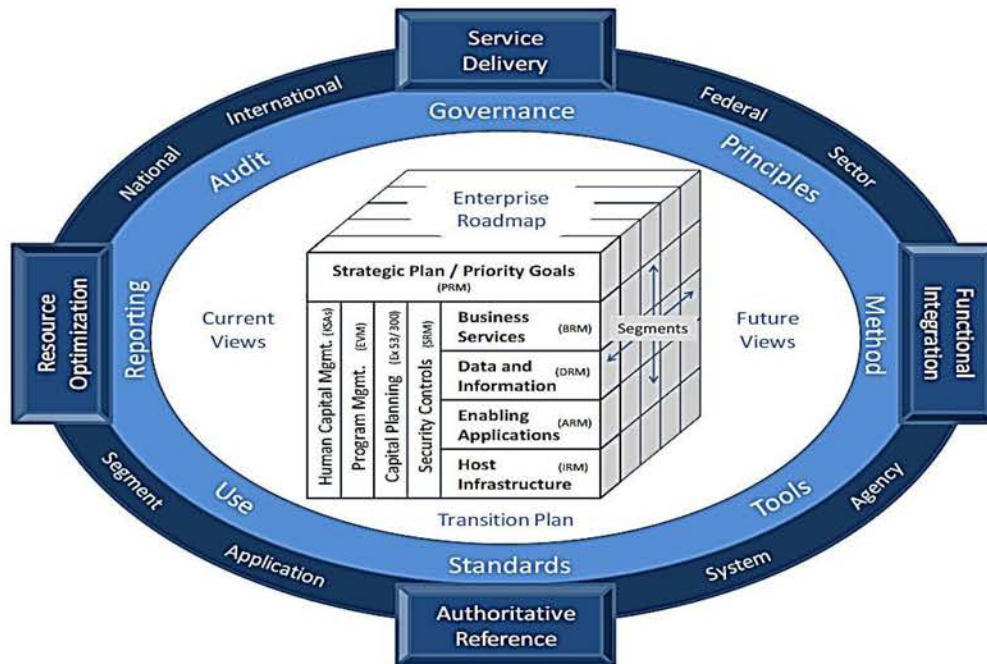


Figure 1 - Federal Enterprise Architecture (FEA)

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

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

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

C.3.1 FEA Reference Model Detailed Descriptions

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

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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

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

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

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

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

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

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

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

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

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

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

C.3.2 Consolidated Reference Models

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

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

Consolidated Reference Model (CRM)

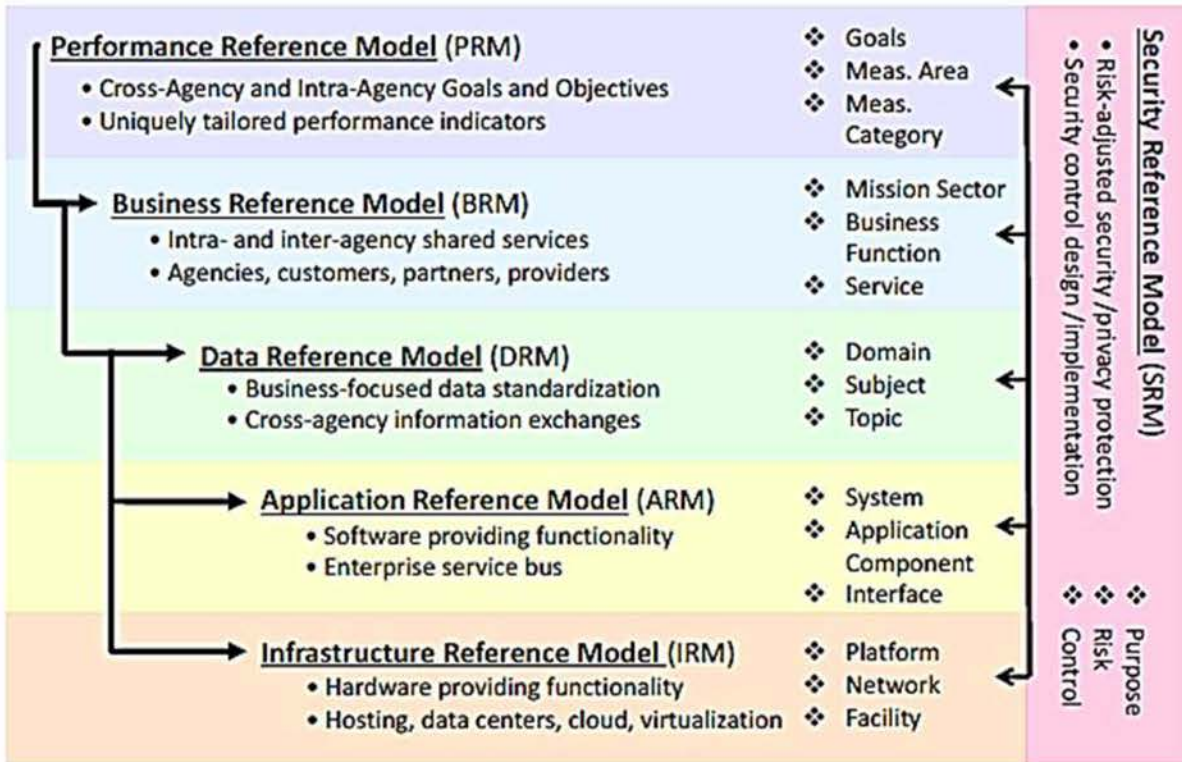


Figure 2 - Consolidated Reference Model (CRM)

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

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

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

C.3.3 Performance Reference Model (PRM)

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

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

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

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

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

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

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

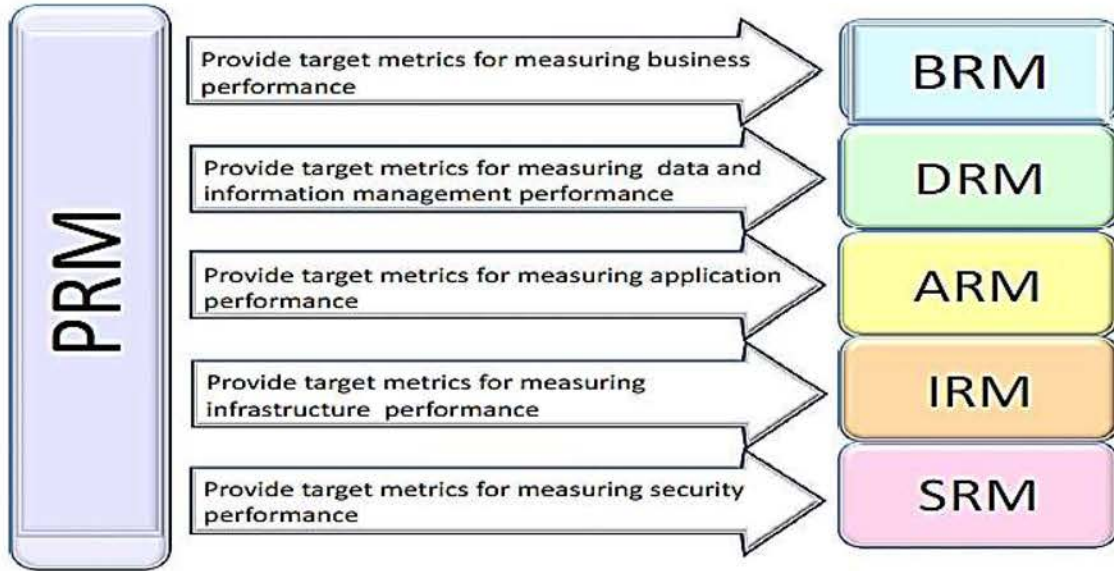


Figure 3 - The Performance Reference Model - (PRM)

C.3.4 Business Reference Model (BRM)

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

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

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

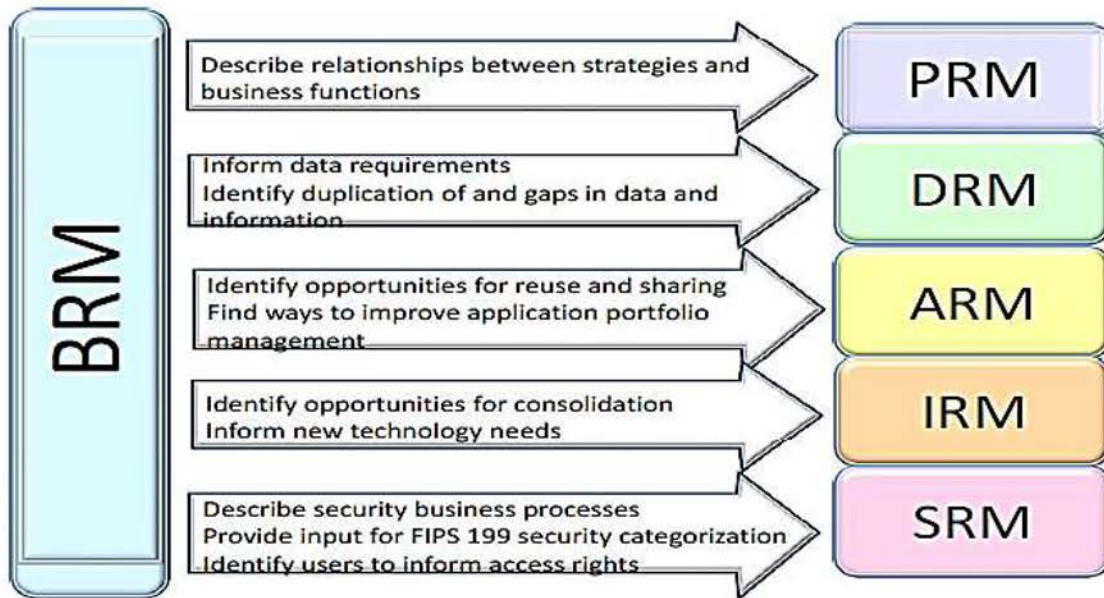


Figure 4 - The Business Reference Model - (BRM)

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

C.3.5 Data Reference Model (DRM)

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

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

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

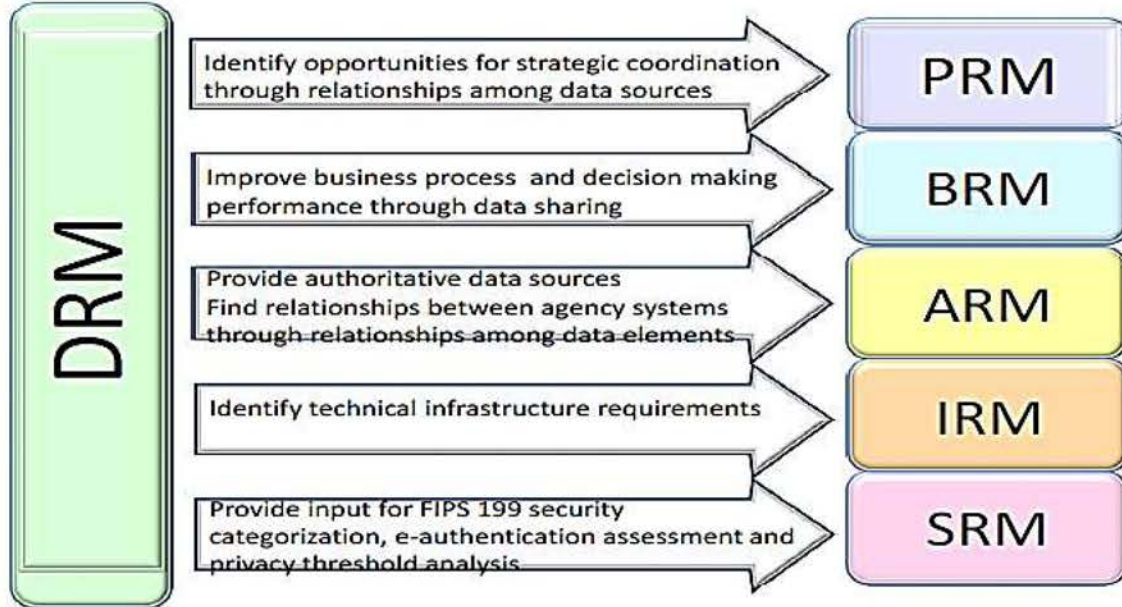


Figure 5 - The Data Reference Model - (DRM)

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

C.3.6 Application Reference Model (ARM)

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

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

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

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

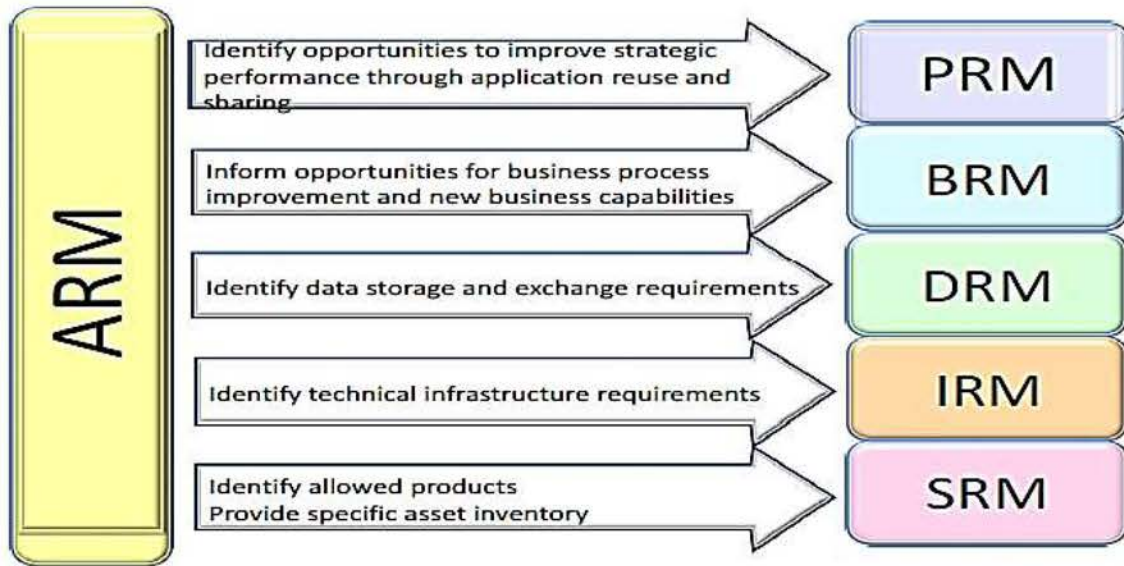


Figure 6 - The Application Reference Model - (ARM)

C.3.7 Infrastructure Reference Model (IRM)

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

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

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

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

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

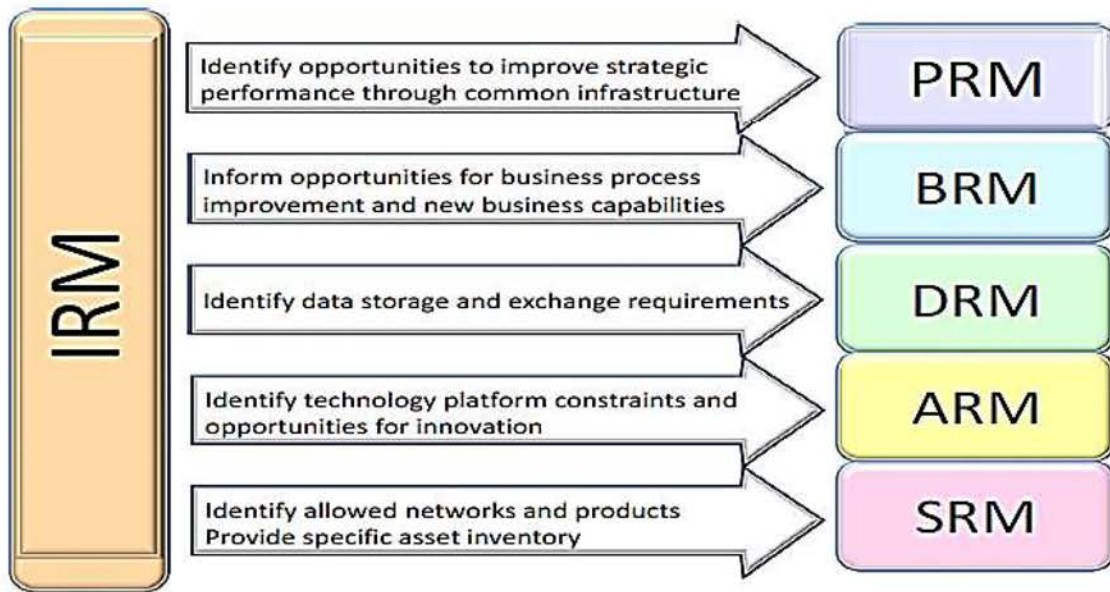


Figure 7 - The Infrastructure Reference Model - (IRM)

C.3.8 Security Reference Model (SRM)

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

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

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

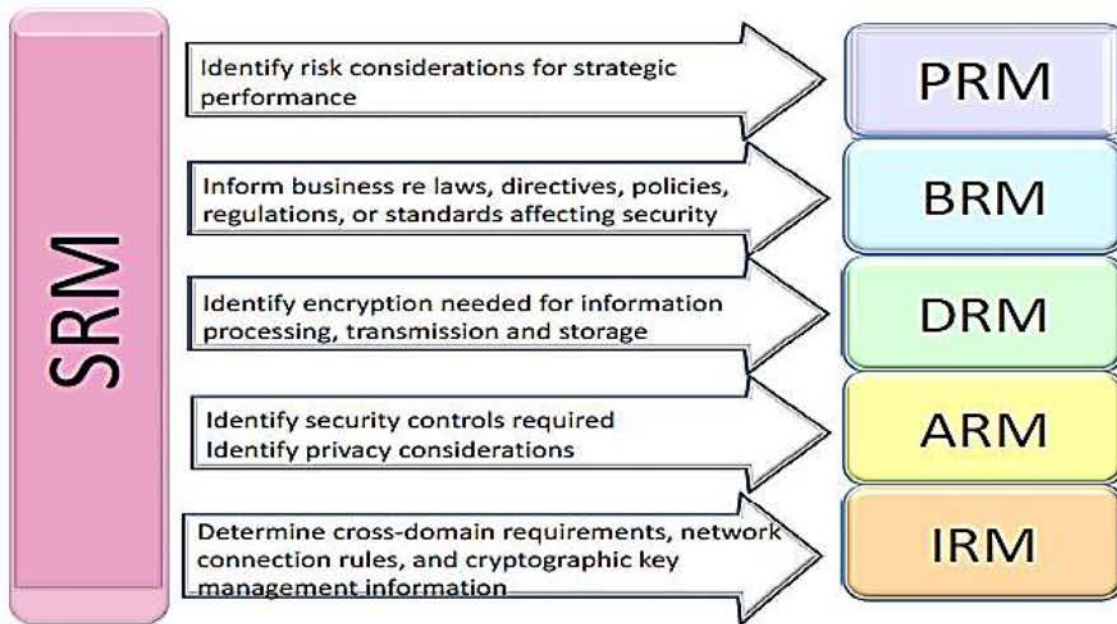


Figure 8 - The Security Reference Model - (SRM)

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

C.4 Components of an IT Solution

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

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

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

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

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

C.4.1 Infrastructure

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

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

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

C.4.1.1 Service Access and Delivery

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

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

C.4.1.2 Service Platform and Infrastructure

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

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

C.4.1.3 Component Framework

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

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

C.4.1.4 Service Interface and Integration

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

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

C.4.2 Application Services

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

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

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

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

C.4.2.1 Customer Services

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

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

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

C.4.2.2 Process Automation

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

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

C.4.2.3 Business Management

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

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

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

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

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

C.4.2.4 Digital Asset Services

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

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

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

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

C.4.2.5 Business Analytical Services

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

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

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

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

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

C.4.2.6 Back Office Services

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

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

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

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

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

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

C.4.2.7 Support Services

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

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

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

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

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

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

C.4.2.8 DoD IEA Mission Area Support

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

C.4.3 IT Management Services

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

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

C.4.3.1 Controls and Oversight

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

C.4.3.2 Risk Management and Mitigation

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

C.4.3.3 Regulatory Development

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

C.4.3.4 Planning and Resource Allocation

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

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

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

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

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

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

C.4.3.5 IT Security

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

C.4.3.6 System and Network Controls

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

C.4.4 Cloud Computing

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

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

C.4.4.1 Cloud Essential Characteristics

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

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

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

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

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

C.4.4.2 Cloud Service Models

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

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

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

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

C.4.5 Big Data & Big Data Analytics

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

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

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

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

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

C.5 Ancillary Services, Supplies and Construction

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

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

C.6 Contract Security Requirements

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

C.7 Performance Work Statement (PWS)

C.7.1 Master Contract PWS

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

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

C.7.1.1 Master Contract PWS and Goals for Contractor Engagement

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

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The primary goals of Contractor Engagement program are:

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

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

C.7.1.2 Master Contract PWS for Small Business Subcontracting

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

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

C.7.2 Task Order PWS

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

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

C.8 Innovative Solutions

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

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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

C.9 Services Not in Scope

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

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

(END OF SECTION C)

SECTION D - PACKAGING AND MARKING

D.1 Preservation, Packaging, Packing, and Marking

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

D.2 Packing List

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

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

D.3 Unclassified and Classified Marking

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

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

D.4 Software and Magnetic Media Markings

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

(END OF SECTION D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance Clauses

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

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

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

Table 2 - Inspection and Acceptance Clauses

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

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

E.2 Contracting Officer Representative

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

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

E.3 Inspection and Acceptance

The following section applies to Contractor obligations at the MCL.

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

E.3.1 General Acceptance Criteria

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

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

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

E.4 Master Contract Quality Assurance

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

(END OF SECTION E)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Deliveries or Performance Clauses

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

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

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

Table 3 - Deliveries or Performance Clauses

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

F.2 Master Contract Ordering Period

The ordering period of this contract is from TBD MM/DD/YYYY through TBD MM/DD/YYYY (Based on NTP), inclusive of all options, if exercised.

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

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

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

F.3 Task Order Period of Performance

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

All the following conditions apply:

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

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

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

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

Table 4 - Period of Performance and Ordering Period

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

F.4 Task Order Transition Plans

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

F.5 Place of Performance

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

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

F.6 Performance Standards Under the Alliant 3 Master Contract

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

F.7 Performance and Deliverables

F.7.1 Performance-based Acquisition Deliverables

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

F.7.2 Non-Performance-based Acquisition Deliverables

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

F.7.3 Table of Deliverable and Performance

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

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

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ID	RFP SECTION/ TITLE	DELIVERABLE	FREQUENCY	DELIVER TO
8	G.24.4 Notice Required for Ownership Changes and Change of Name Agreements	Notification to GSA GWAC and provide a copy of the Novation or any other agreement that changes the status of the Contractor	Within 30 calendar days of the DCAA/DCMA or Cognizant Contracting Officer (CCO) signed Ownership/Name Change Modification.	Alliant3@gsa.gov and Government Designated System

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

ID	RFP SECTION/ TITLE	DELIVERABLE	FREQUENCY	DELIVER TO
9	G.20.1 GWAC Data Calls	1. Proposal Engagement 2. Task Order Protest 3. Data Discrepancies and/or Missing Awards.	1. Proposal Engagement: Notification due within ten (10) calendar days after a proposal submission in response to a request for proposal and in the event of a Task Order award. 2. Task Order Protest: Notifications due within ten (10) calendar days Protest lodged through GAO and/or COFC with the docket number. 3. Data Discrepancies / Missing Awards: Must be reported to ACO or COR and/or designated GSA representative within 24 hours of discovery.	Alliant3@gsa.gov

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ID	RFP SECTION/ TITLE	DELIVERABLE	FREQUENCY	DELIVER TO
10	G.20.2 GWAC Transactional Data	1. Invoice 2. Zero Invoice 3. No Transactional Data 4. Correction to data 5. Task Order and Modifications	1. All Invoices: Due within 30 calendar days after the end of each reporting quarter in which the invoice(s) was paid by the agency client. Quarters are based upon a calendar year 2. Zero Invoices: Due within 30 calendar days after the end of each reporting quarter in which there is/are no invoice(s) issued for Order(s). Quarters are based upon a calendar year. 3. Transactional Data: Due within 30 calendar days after the end of each reporting quarter in which Contractor has no Order activity. 4. Correction to Data: Due within five (5) calendar days of the GSA request for correction. 5. Task Order and Modifications: Due within 30 days after the contract action was signed.	Government Designated System

GSA ALLIANT 3 UNRESTRICTED GWAC - RFP
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ID	RFP SECTION/ TITLE	DELIVERABLE	FREQUENCY	DELIVER TO
11	G.20.4 Cybersecurity Supply Chain Risk Management (C-SCRM) Plan	C-SCRM Plan Initial Submission, Acceptability, and Annual Representations and Updates	<p>First C-SCRM plan due within sixty (60) calendar days after the date of Award. An acceptable C-SCRM plan is required to receive NTP.</p> <p>C-SCRM plan representations and updates are due within sixty (60) calendar days prior to the beginning of the next rating cycle.</p>	Alliant3@gsa.gov
12	G.20.5 C-SCRM Incident Reporting	Reporting of C-SCRM events and incidents with corrective action plan	C-SCRM incidents will be reported within 72 hours of the known event. Corrective action plans will be reported within 30 days of the incident, including implementation of risk resolution or mitigation plan.	Alliant3@gsa.gov and c-scrm@gsa.gov scrmresponse@gsa.gov
13	G.21 GWAC Contract Access Fee (CAF) and Fee Remittance	CAF payments due to GSA/GWAC	<p>CAF to be remitted within 30 calendar days after the end of each reporting quarter in which the invoice(s) were reported in the Government Designated Reporting System (GDRS).</p> <p>Payments are reported within 30 calendar days after the end of each reporting quarter. Quarters are based upon a calendar year.</p>	Pay.gov via the Government Designated System

GSA ALLIANT 3 UNRESTRICTED GWAC - RFP
SECTION F – DELIVERIES OR PERFORMANCE

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

F.8 Notice to the Government of Delays

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

(END OF SECTION F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 General

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

G.2 Authorized Agencies and Delegation of Procurement Authority

G.2.1 Authorized Agencies

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

G.2.2 Delegation of Procurement Authority

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

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

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

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

G.3 Agency Ombudsman

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

The GSA Ombudsman is:

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

G.3.1 Direct Acquisition Servicing/Requesting Agency Clients

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

G.4 Roles and Responsibilities

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

G.4.1 GSA GWAC Procuring Contracting Officer (PCO)

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

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

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

G.4.2 GSA GWAC Administrative Contracting Officer (ACO)

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

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

G.4.3 GSA GWAC Program Manager (GGPM)

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

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

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

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

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

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

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

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

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

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

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

G.4.5 GSA GWAC Quality Assurance Evaluators (QAEs)

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

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

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

G.5 Direct Acquisition and Assisted Acquisition

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

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

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

G.6 Task Order Ordering Contracting Officer (OCO)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The CCM duties include, but are not limited to:

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

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

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

G.9 Electronic Access to Contract

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

G.10 Contractor Web Page

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

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

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

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

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

G.11 Insurance

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

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

G.11.1 Defense Base Act Insurance (DBAI)

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

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

G.12 Standard IT Service Labor Category Crosswalk Matrix

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

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

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

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

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

G.13 Meetings and Conferences

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

G.13.1 Post-Award Conference

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

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

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

G.13.2 Meetings and Conferences

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

G.13.2.1 Mandatory Contractor Meetings and Conferences

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

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

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

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

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

G.13.2.2 Optional Contractor Meetings and Conferences

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

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

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

G.14 Electronic Government Ordering System

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

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

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

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

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

G.14.1 Electronic Communications

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

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

G.15 GSA Client Agency Task Order Ordering Procedures

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

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

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

G.15.1 Ordering Regulations

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

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

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

G.16 Fair Opportunity

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

G.17 Order Information

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

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

G.18 Invoice Submission and Reporting Applicable to Task Orders

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

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

G.19 Contractor Performance Assessment Reports (CPARs)

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

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

G.19.1 Master Contract Performance Assessments

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

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

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

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

G.19.2 Task Order Performance Assessments

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

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

G.20 Reporting

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

G.20.1 GWAC Data Calls

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

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

G.20.2 GWAC Transactional Data

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

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

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

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

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

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

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

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

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

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

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

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

G.20.5 C-SCRM Incident Reporting

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

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

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

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

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

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

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

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

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

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

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

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

G.22 Individual Small Business Subcontracting Plan

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

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

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

G.22.1 Minimum Subcontracting Goals

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

Table 6 - Small Business Subcontracting Goals

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

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

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

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

G.22.2 Subcontracting Reports

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

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

Table 7 - Small Business Subcontracting Reporting Cycle

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

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

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

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

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

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

Summary Subcontracting Reports

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

Both Individual Subcontracting Reports and Summary Subcontracting Reports

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

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

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

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

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

G.23 Subcontractors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G.24.1 Newly Assigned GSA GWAC Contractor Responsibilities

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

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

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

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

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

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

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

G.24.4 Notice Required for Ownership Changes

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

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

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

G.25 Reserved.

G.26 Task Order Closeout

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

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

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

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

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

G.26.1 Expired Task Order Verification/Validation

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

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

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

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

(a) Project Identification Information.

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

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

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

G.27 Master Contract Closeout

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

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

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

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

(END OF SECTION G)