

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 Special Contract Requirement Provisions

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

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

*Table 8 - Special Contract Requirement Provisions*

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

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

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

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

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

## **H.3 Marketing**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **H.10 Contractor Training**

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

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

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

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

## **H.11 Government Property**

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

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

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

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

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

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

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

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

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

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

### **H.14 Internet Protocol Version 6 (IPv6)**

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

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

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

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

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

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

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

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

## **H.16 Accounting System**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(END OF SECTION H)

## SECTION I - CONTRACT CLAUSES

### I.1 General

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

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

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

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

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

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

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

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

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

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

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

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

## I.2 Contract Clauses

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

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

*Table 9 - Contract Clauses*

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

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| CLAUSE NO. | TITLE   | DATE      | FP | COST | TM | MC |
|------------|---|-----------|----|------|----|----|
| 52.203-11  | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.                                      | SEP 2004  | X  | X    | X  | X  |
| 52.203-12  | Limitation on Payments to Influence Certain Federal Transactions.   | JUN 2020  | X  | X    | X  | X  |
| 52.203-13  | Contractor Code of Business Ethics and Conduct.   | NOV 2021  | X  | X    | X  | X  |
| 52.203-14  | Display of Hotline Poster(s).   | NOV 2021  | X  | X    | X  | X  |
| 52.203-15  | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.   | JUNE 2010 | X  | X    | X  | X  |
| 52.203-16  | Preventing Personal Conflicts of Interest.  | JUN 2020  | X  | X    | X  | X  |
| 52.203-17  | Contractor Employee Whistleblower Rights.   | NOV 2023  | X  | X    | X  | X  |
| 52.203-18  | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. | JAN 2017  | X  | X    | X  | X  |
| 52.204-2   | Security Requirements.  | MAR 2021  | X  | X    | X  | X  |
| 52.204-5   | Women-Owned Business (Other Than Small Business).   | OCT 2014  | X  | X    | X  | X  |
| 52.204-9   | Personal Identity Verification of Contractor Personnel.   | JAN 2011  | X  | X    | X  | X  |

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| CLAUSE NO. | TITLE  | DATE     | FP | COST | TM | MC |
|------------|--|----------|----|------|----|----|
| 52.204-10  | Reporting Executive Compensation and First-Tier Subcontract Awards.  | JUN 2020 | X  | X    | X  | X  |
| 52.204-13  | System for Award Management Maintenance.   | OCT 2018 | X  | X    | X  | X  |
| 52.204-15  | Service Contract Reporting Requirements for Indefinite-Delivery Contracts.   | OCT 2016 | X  | X    | X  | X  |
| 52.204-18  | Commercial and Government Entity Code Maintenance.   | AUG 2020 | X  | X    | X  | X  |
| 52.204-21  | Basic Safeguarding of Covered Contractor Information Systems.  | NOV 2021 | X  | X    | X  | X  |
| 52.204-23  | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities. | DEC 2023 | X  | X    | X  | X  |
| 52.204-25  | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.                  | NOV 2021 | X  | X    | X  | X  |
| 52.204-27  | Prohibition on a ByteDance Covered Application.  | JUN 2023 | X  | X    | X  | X  |
| 52.207-3   | Right of First Refusal of Employment.  | MAY 2006 | X  | X    | X  | X  |
| 52.207-5   | Option to Purchase Equipment.  | FEB 1995 | X  | X    | X  | X  |
| 52.209-6   | Protecting the Government's Interest When  | NOV 2021 | X  | X    | X  | X  |

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| CLAUSE NO. | TITLE   | DATE     | FP | COST | TM | MC |
|------------|---|----------|----|------|----|----|
|            | Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. |          |    |      |    |    |
| 52.209-9   | Updates of Publicly Available Information Regarding Responsibility Matters.     | OCT 2018 | X  | X    | X  | X  |
| 52.209-10  | Prohibition on Contracting with Inverted Domestic Corporations.                 | NOV 2015 | X  | X    | X  | X  |
| 52.210-1   | Market Research.  | NOV 2021 | X  | X    | X  | X  |
| 52.211-5   | Material Requirements.  | AUG 2000 | X  | X    |    |    |
| 52.211-11* | Liquidated Damages-Supplies, Services, or Research and Development.             | SEP 2000 | X  |      |    |    |
| 52.211-15  | Defense Priority and Allocation Requirement.                                    | APR 2008 | X  | X    | X  | X  |
| 52.214-35  | Submission of Offers in U.S. Currency.  | APR 1991 | X  | X    | X  |    |
| 52.215-2   | Audit and Records-Negotiation.  | JUN 2020 | X  | X    | X  | X  |
| 52.215-2   | <i>Alternate I</i>  | MAR 2009 | X  | X    | X  | X  |
| 52.215-2   | <i>Alternate II</i>   | AUG 2016 |    | X    |    | X  |
| 52.215-2   | <i>Alternate III</i>  | JUN 1999 | X  | X    | X  | X  |
| 52.215-8   | Order of Precedence-Uniform Contract Format.                                    | OCT 1997 | X  | X    | X  | X  |
| 52.215-9   | Changes or Additions to Make-or-Buy Program.                                    | OCT 1997 | X  | X    | X  | X  |

| CLAUSE NO. | TITLE   | DATE      | FP | COST | TM | MC |
|------------|---|-----------|----|------|----|----|
| 52.215-9   | <i>Alternate I</i>  | OCT 2010  | X  |      |    | X  |
| 52.215-9   | <i>Alternate II</i>   | OCT 2010  |    | X    |    | X  |
| 52.215-10  | Price Reduction for Defective Certified Cost or Pricing Data.   | AUG 2011  | X  | X    | X  | X  |
| 52.215-11  | Price Reduction for Defective Certified Cost or Pricing Data-Modifications.                                       | JUN 2020  | X  | X    | X  | X  |
| 52.215-12  | Subcontractor Certified Cost or Pricing Data.   | JUN 2020  | X  | X    | X  | X  |
| 52.215-13  | Subcontractor Certified Cost or Pricing Data-Modifications.   | JUN 2020  | X  | X    | X  | X  |
| 52.215-14  | Integrity of Unit Prices.   | NOV 2021  | X  | X    | X  | X  |
| 52.215-14  | <i>Alternate I</i>  | OCT 1997  | X  | X    | X  | X  |
| 52.215-15  | Pension Adjustments and Asset Reversions.   | OCT 2010  | X  | X    | X  | X  |
| 52.215-17  | Waiver of Facilities Capital Cost of Money.   | OCT 1997  | X  | X    | X  | X  |
| 52.215-18  | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.                           | JULY 2005 | X  | X    | X  | X  |
| 52.215-19  | Notification of Ownership Changes.  | OCT 1997  | X  | X    | X  | X  |
| 52.215-21  | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. | NOV 2021  | X  | X    | X  | X  |

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|------------|---|----------|----|------|----|----|
| 52.215.21  | <i>Alternate I</i>                            | OCT 2010 | X  | X    | X  | X  |
| 52.215-21  | <i>Alternate II</i>                           | OCT 1997 | X  | X    | X  | X  |
| 52.215-21  | <i>Alternate III</i>                          | OCT 1997 | X  | X    | X  | X  |
| 52.215-21  | <i>Alternate IV</i>                           | OCT 2010 | X  | X    | X  | X  |
| 52.215-23  | Limitations on Pass-Through Charges.          | JUN 2020 |    | X    |    | X  |
| 52.216-4   | Economic Price Adjustment-Labor and Material. | JAN 2017 | X  |      | X  | X  |
| 52.216-5   | Price Redetermination-Prospective             | JAN 2022 | X  |      | X  | X  |
| 52.216-6*  | Price Redetermination-Retroactive.            | JAN 2022 | X  |      | X  | X  |
| 52.216-7*  | Allowable Cost and Payment.                   | AUG 2018 |    | X    | X  | X  |
| 52.216-8   | Fixed Fee.                                    | JUN 2011 |    | X    | X  | X  |
| 52.216-10  | Incentive Fee.                                | JUN 2011 |    | X    | X  | X  |
| 52.216-11  | Cost Contract-No Fee.                         | APR 1984 |    | X    | X  | X  |
| 52.216-12  | Cost-Sharing Contract-No Fee.                 | APR 1984 |    | X    |    | X  |
| 52.216-16* | Incentive Price Revision-Firm Target.         | JAN 2022 | X  |      | X  | X  |
| 52.216-16  | <i>Alternate I</i>                            | APR 1984 | X  |      | X  | X  |
| 52.216-17* | Incentive Price Revision-Successive Targets.  | JAN 2022 | X  |      | X  | X  |

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|------------|--|-----------|----|------|----|----|
| 52.216-17  | <i>Alternate I</i>   | APR 1984  | X  |      | X  | X  |
| 52.216-32* | Task-Order and Delivery-Order Ombudsman.<br>( <i>Alternate I</i> )         | SEPT 2019 | X  | X    | X  | X  |
| 52.217-2   | Cancellation Under Multi-year Contracts.                                   | OCT 1997  | X  |      |    | X  |
| 52.217-8*  | Option to Extend Services.   | NOV 1999  | X  | X    | X  | X  |
| 52.219-4   | Notice of Price Evaluation Preference For HUBZone Small Business Concerns. | OCT 2022  | X  | X    | X  | X  |
| 52.219-8   | Utilization of Small Business Concerns.                                    | FEB 2024  | X  | X    | X  | X  |
| 52.219-9   | Small Business Subcontracting Plan.  | SEP 2023  | X  | X    | X  | X  |
| 52.219-9   | <i>Alternate II</i>  | NOV 2016  | X  | X    | X  | X  |
| 52.219-14  | Limitations on Subcontracting.   | OCT 2022  | X  | X    | X  |    |
| 52.219-16  | Liquidated Damages-Subcontracting Plan.                                    | SEP 2021  | X  | X    | X  | X  |
| 52.219-28  | Post-Award Small Business Program Rerepresentation.                        | FEB 2024  | X  | X    | X  | X  |
| 52.222-1   | Notice to the Government of Labor Disputes.                                | FEB 1997  | X  | X    | X  | X  |
| 52.222-2   | Payment for Overtime Premiums.   | JUL 1990  |    | X    |    | X  |
| 52.222-3   | Convict Labor.   | JUNE 2003 | X  | X    | X  | X  |
| 52.222-4   | Contract Work Hours and Safety Standards-Overtime Compensation.            | MAY 2018  | X  | X    | X  | X  |

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| CLAUSE NO. | TITLE  | DATE      | FP | COST | TM | MC |
|------------|--|-----------|----|------|----|----|
| 52.222-19  | Child Labor-Cooperation with Authorities and Remedies.                   | FEB 2024  | X  | X    | X  | X  |
| 52.222-21  | Prohibition of Segregated Facilities.                                    | APR 2015  | X  | X    | X  | X  |
| 52.222-26  | Equal Opportunity.   | SEPT 2016 | X  | X    | X  | X  |
| 52.222-29  | Notification of Visa Denial.   | APR 2015  | X  | X    | X  | X  |
| 52.222-35  | Equal Opportunity for Veterans.<br>(In full text below)                  | JUN 2020  | X  | X    | X  | X  |
| 52.222-36  | Equal Opportunity for Workers with Disabilities.<br>(In full text below) | JUN 2020  | X  | X    | X  | X  |
| 52.222-36  | <i>Alternate I</i>   | JUL 2014  | X  | X    | X  | X  |
| 52.222-37  | Employment Reports on Veterans.  | JUN 2020  | X  | X    | X  | X  |
| 52.222-38  | Compliance with Veterans' Employment Reporting Requirements.             | FEB 2016  | X  | X    | X  | X  |
| 52.222-40  | Notification of Employee Rights Under the National Labor Relations Act.  | DEC 2010  | X  | X    | X  | X  |
| 52.222-50  | Combating Trafficking in Persons.  | NOV 2021  | X  | X    | X  | X  |
| 52.222-54  | Employment Eligibility Verification.                                     | MAY 2022  | X  | X    | X  | X  |
| 52.223-2   | Reporting of Biobased Products Under Service and Construction Contracts. | MAY 2024  | X  | X    | X  | X  |

| CLAUSE NO. | TITLE  | DATE      | FP | COST | TM | MC |
|------------|--|-----------|----|------|----|----|
| 52.223-3   | Hazardous Material Identification and Material Safety Data.                                | FEB 2021  | X  | X    | X  | X  |
| 52.223-3   | <i>Alternate I</i>   | JULY 1995 | X  | X    | X  | X  |
| 52.223-5   | Pollution Prevention and Right-To-Know Information.  | MAY 2024  | X  | X    | X  | X  |
| 52.223-10  | Waste Reduction Program.   | MAY 2024  | X  | X    |    |    |
| 52.223-12  | Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. | MAY 2024  | X  | X    | X  | X  |
| 52.223-19  | Compliance with Environmental Management Systems.  | MAY 2011  | X  | X    | X  | X  |
| 52.224-1   | Privacy Act Notification.  | APR 1984  | X  | X    | X  | X  |
| 52.224-2   | Privacy Act.   | APR 1984  | X  | X    | X  | X  |
| 52.225-3   | <i>Alternate I</i>   | RESERVED  | X  | X    | X  | X  |
| 52.225-3   | <i>Alternate II</i>  | DEC 2022  | X  | X    | X  | X  |
| 52.225-3   | <i>Alternate III</i>   | NOV 2023  | X  | X    | X  | X  |
| 52.225-5   | Trade Agreements.  | NOV 2023  | X  | X    |    | X  |
| 52.225-8   | Duty-Free Entry.   | OCT 2010  | X  | X    | X  | X  |
| 52.225-13  | Restrictions on Certain Foreign Purchases.   | FEB 2021  | X  | X    |    | X  |
| 52.225-14  | Inconsistency between English Version and Translation of Contract.                         | FEB 2000  | X  | X    | X  | X  |

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## SECTION I - CONTRACT CLAUSES

| CLAUSE NO. | TITLE   | DATE     | FP | COST | TM | MC |
|------------|---|----------|----|------|----|----|
| 52.225-19  | Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States. | MAY 2020 | X  | X    | X  | X  |
| 52.226-7   | Drug-Free Workplace.  | MAY 2024 | X  | X    | X  | X  |
| 52.227-1   | Authorization and Consent.  | JUN 2020 | X  | X    |    | X  |
| 52.227-2   | Notice and Assistance Regarding Patent and Copyright Infringement.  | JUN 2020 | X  | X    |    |    |
| 52.227-3   | Patent Indemnity.   | APR 1984 | X  | X    |    | X  |
| 52.227-3*  | <i>Alternate I</i>  | APR 1984 | X  | X    |    | X  |
| 52.227-3*  | <i>Alternate II</i>   | APR 1984 | X  | X    |    | X  |
| 52.227-5*  | Waiver of Indemnity.  | APR 1984 | X  | X    |    | X  |
| 52.227-9   | Refund of Royalties.  | APR 1984 | X  |      |    | X  |
| 52.227-10  | Filing of Patent Applications-Classified Subject Matter.  | DEC 2007 | X  | X    |    | X  |
| 52.227-11  | Patent Rights-Ownership by the Contractor.  | MAY 2014 | X  | X    |    |    |
| 52.227-13  | Patent Rights-Ownership by the Government.  | DEC 2007 | X  | X    |    |    |
| 52.227-14  | Rights in Data-General.   | MAY 2014 | X  | X    | X  | X  |
| 52.227-14  | <i>Alternate I</i>  | DEC 2007 | X  | X    | X  | X  |
| 52.227-14* | <i>Alternate II</i>   | DEC 2007 | X  | X    | X  | X  |

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## SECTION I - CONTRACT CLAUSES

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

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## SECTION I - CONTRACT CLAUSES

| CLAUSE NO. | TITLE   | DATE     | FP | COST | TM | MC |
|------------|---|----------|----|------|----|----|
| 52.229-4   | Federal, State, and Local Taxes (State and Local Adjustments).            | FEB 2013 | X  |      | X  | X  |
| 52.229-6   | Taxes-Foreign Fixed-Price Contracts.                                      | FEB 2013 | X  |      | X  | X  |
| 52.229-8*  | Taxes-Foreign Cost-Reimbursement Contracts.                               | MAR 1990 |    | X    |    | X  |
| 52.229-10* | State of New Mexico Gross Receipts and Compensating Tax.                  | APR 2003 |    | X    | X  | X  |
| 52.230-2   | Cost Accounting Standards.  | JUN 2020 | X  | X    | X  | X  |
| 52.230-3   | Disclosure and Consistency of Cost Accounting Practices.                  | JUN 2020 | X  | X    | X  | X  |
| 52.230-4   | Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns. | JUN 2020 | X  | X    | X  | X  |
| 52.230-5   | Cost Accounting Standards-Educational Institution.                        | JUN 2020 | X  | X    | X  | X  |
| 52.230-6   | Administration of Cost Accounting Standards.                              | JUN 2010 | X  | X    | X  | X  |
| 52.232-1   | Payments.   | APR 1984 | X  |      |    |    |
| 52.232-7*  | Payments under Time-and-Materials and Labor-Hour Contracts.               | NOV 2021 |    |      | X  |    |
| 52.232-8   | Discounts for Prompt Payment.   | FEB 2002 | X  |      | X  |    |
| 52.232-9   | Limitation on Withholding of Payments.                                    | APR 1984 | X  | X    | X  |    |

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## SECTION I - CONTRACT CLAUSES

| CLAUSE NO. | TITLE  | DATE     | FP | COST | TM | MC |
|------------|--|----------|----|------|----|----|
| 52.232-11  | Extras.  | APR 1984 | X  |      |    |    |
| 52.232-16* | Progress Payments.   | NOV 2021 | X  |      |    | X  |
| 52.232-16  | <i>Alternate I</i>   | MAR 2000 | X  |      |    | X  |
| 52.232-17  | Interest.  | MAY 2014 | X  | X    | X  | X  |
| 52.232-18  | Availability of Funds.   | APR 1984 | X  | X    | X  | X  |
| 52.232-19* | Availability of Funds for the Next Fiscal Year.<br>(In full text below. OCO should provide in full text) | APR 1984 | X  | X    |    |    |
| 52.232-20  | Limitation of Cost.  | APR 1984 |    | X    |    | X  |
| 52.232-22  | Limitation of Funds.   | APR 1984 |    | X    |    | X  |
| 52.232-23  | Assignment of Claims.  | MAY 2014 | X  | X    | X  | X  |
| 52.232-23  | <i>Alternate I</i>   | APR 1984 | X  | X    | X  | X  |
| 52.232-25  | Prompt Payment.  | JAN 2017 | X  | X    | X  | X  |
| 52.232-25  | <i>Alternate I</i>   | FEB 2002 |    | X    | X  | X  |
| 52.232-32  | Performance-Based Payments   | APR 2012 | X  | X    | X  | X  |
| 52.232-33  | Payment by Electronic Funds Transfer-System for Award Management.  | OCT 2018 | X  | X    | X  | X  |
| 52.232-36  | Payment by Third Party.  | MAY 2014 | X  | X    | X  | X  |
| 52.232-37  | Multiple Payment Arrangements.   | MAY 1999 | X  | X    | X  | X  |

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## SECTION I - CONTRACT CLAUSES

| CLAUSE NO. | TITLE   | DATE      | FP | COST | TM | MC |
|------------|---|-----------|----|------|----|----|
| 52.232-40  | Providing Accelerated Payments to Small Business Subcontractors.  | MAR 2023  | X  | X    | X  | X  |
| 52.233-1   | Disputes.   | MAY 2014  | X  | X    | X  | X  |
| 52.233-1   | <i>Alternate I</i>  | DEC 1991  | X  | X    | X  | X  |
| 52.233-3   | Protest after Award.  | AUG 1996  | X  |      | X  | X  |
| 52.233-3   | <i>Alternate I</i>  | JUNE 1985 |    | X    |    | X  |
| 52.233-4   | Applicable Law for Breach of Contract Claim.  | OCT 2004  | X  | X    | X  | X  |
| 52.237-2   | Protection of Government Buildings, Equipment, and Vegetation.  | APR 1984  | X  | X    | X  | X  |
| 52.237-3   | Continuity of Services.   | JAN 1991  | X  | X    |    | X  |
| 52.237-9   | Waiver of Limitation on Severance Payments to Foreign Nationals.  | DEC 2022  |    | X    | X  | X  |
| 52.239-1   | Privacy or Security Safeguards.   | AUG 1996  | X  | X    | X  | X  |
| 52.240-1   | Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities. | NOV 2024  | X  | X    | X  | X  |
| 52.242-1   | Notice of Intent to Disallow Costs.   | APR 1984  | X  | X    | X  | X  |
| 52.242-3   | Penalties for Unallowable Costs.  | DEC 2022  |    | X    | X  | X  |

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## SECTION I - CONTRACT CLAUSES

| CLAUSE NO. | TITLE                                     | DATE      | FP | COST | TM | MC |
|------------|---|-----------|----|------|----|----|
| 52.242-4   | Certification of Final Indirect Costs.    | JAN 1997  |    | X    | X  | X  |
| 52.242-13  | Bankruptcy.                               | JULY 1995 | X  | X    | X  | X  |
| 52.243-1   | Changes-Fixed-Price.                      | AUG 1987  | X  |      |    | X  |
| 52.243-1   | <i>Alternate I</i>                        | APR 1984  | X  |      |    | X  |
| 52.243-1   | <i>Alternate II</i>                       | APR 1984  | X  |      |    | X  |
| 52.243-1   | <i>Alternate III</i>                      | APR 1984  | X  |      |    | X  |
| 52.243-2   | Changes-Cost-Reimbursement.               | AUG 1987  |    | X    |    | X  |
| 52.243-2   | <i>Alternate I</i>                        | APR 1984  |    | X    |    | X  |
| 52.243-2   | <i>Alternate II</i>                       | APR 1984  |    | X    |    | X  |
| 52.243-2   | <i>Alternate V</i>                        | APR 1984  |    | X    |    | X  |
| 52.243-3   | Changes-Time-and-Materials or Labor-Hours | SEPT 2000 |    |      | X  | X  |
| 52.243-6   | Change Order Accounting.                  | APR 1984  | X  | X    |    | X  |
| 52.243-7   | Notification of Changes.                  | JAN 2017  | X  | X    | X  | X  |
| 52.244-2*  | Subcontracts.                             | JUN 2020  | X  | X    | X  | X  |
| 52.244-2   | <i>Alternate I</i>                        | JUNE 2020 |    | X    |    | X  |
| 52.244-5   | Competition in Subcontracting.            | AUG 2024  | X  | X    |    | X  |

| CLAUSE NO. | TITLE   | DATE     | FP | COST | TM | MC |
|------------|---|----------|----|------|----|----|
| 52.244-6   | Subcontracts for Commercial Products and Commercial Services.                             | FEB 2024 | X  | X    | X  | X  |
| 52.245-1   | Government Property.  | SEP 2021 | X  | X    | X  | X  |
| 52.245-1   | <i>Alternate I</i>  | APR 2012 | X  | X    | X  | X  |
| 52.245-1   | <i>Alternate II</i>   | APR 2012 | X  | X    | X  | X  |
| 52.245-2*  | Government Property Installation Operation Services.<br>(OCO should provide in full text) | APR 2012 | X  | X    | X  |    |
| 52.245-9   | Use and Charges.  | APR 2012 | X  | X    | X  | X  |
| 52.246-19* | Warranty of Systems and Equipment under Performance Specifications or Design Criteria.    | MAY 2001 | X  |      |    |    |
| 52.246-19  | <i>Alternate I</i>  | APR 1984 | X  |      |    |    |
| 52.246-19  | <i>Alternate II</i>   | APR 1984 | X  |      |    |    |
| 52.246-19  | <i>Alternate III</i>  | APR 1984 | X  |      |    |    |
| 52.246-20* | Warranty of Services.   | MAY 2001 | X  |      |    | X  |
| 52.246-23  | Limitation of Liability.  | FEB 1997 | X  | X    |    | X  |
| 52.246-24  | Limitation of Liability-High-Value Items.   | FEB 1997 | X  | X    |    | X  |
| 52.246-25  | Limitation of Liability-Services.   | FEB 1997 | X  | X    | X  | X  |
| 52.247-1*  | Commercial Bill of Lading Notations.  | FEB 2006 | X  | X    | X  | X  |

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## SECTION I - CONTRACT CLAUSES

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

| CLAUSE NO. | TITLE                          | DATE     | FP | COST | TM | MC |
|------------|--------------------------------|----------|----|------|----|----|
|            | Vehicles and Related Services. |          |    |      |    |    |
| 52.253-1   | Computer Generated Forms.      | JAN 1991 | X  | X    | X  | X  |

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

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

*Table 10 - Commercial Clauses*

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

**I.3 FAR Regulations Incorporated in Full**

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

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology means—*

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

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

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

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of Clause)

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

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

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

(1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;

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

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201-1.303\(d\)](#) and [\(e\)](#):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

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

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

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

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

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

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

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

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

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

(b) Prohibition.

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

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

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

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

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

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

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

- (A) Name of the product or service provided to the Government;
- (B) Name of the covered article or source subject to a FASCSA order;
- (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
- (D) Brand;
- (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (F) Item description;
- (G) Reason why the applicable covered article or the product or service is being provided or used;

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

(c) Notice and reporting requirement.

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

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

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

- (ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
- (A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.
  - (B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
- (4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
- (i) Within 3 business days from the date of such identification or notification:
    - (A) Contract number;
    - (B) Order number(s), if applicable;
    - (C) Name of the product or service provided to the Government or used during performance of the contract;
    - (D) Name of the covered article or source subject to a FASCSA order;
    - (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
    - (F) Brand;
    - (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
    - (H) Item description; and
    - (I) Any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
    - (A) Any further available information about mitigation actions undertaken or recommended.
    - (B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (e) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of Clause)

*Alternate I* (Dec 2023). As prescribed in [4.2306\(c\)](#), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause:

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

[ Contracting Officer must select either “yes” or “no” for each of the following types of FASCSA orders:]

Yes  No  DHS FASCSA Order

Yes  No  DoD FASCSA Order

Yes  No  DNI FASCSA Order

#### **I.3.4 FAR 52.215-19 Notification of Ownership Changes. (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor’s ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR [15.408](#) (k).

(End of Clause)

### **I.3.3 FAR 52.216-18 Ordering. (AUG 2020)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD MM/DD/YYYY – (Based On NTP) through TBD MM/DD/YYYY (Based On NTP) [insert dates].

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

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

### **I.3.5 FAR 52.216-19 Order Limitations. (OCT 1995)**

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

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

(1) Any order for a single item in excess of \$1 Billion per year;

(2) Any order for a combination of items in excess of \$1 Billion per year; or

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

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

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

(End of Clause)

**I.3.6 FAR 52.216-21 Requirements. (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months following the expiration of the Alliant 3 contract.

(End of Clause)

**I.3.7 FAR 52.216-22 Indefinite Quantity. (OCT 1995)**

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

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

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The

Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 60 months following the expiration of the Alliant 3 contract.

(End of Clause)

**I.3.8 FAR 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of Clause)

**I.3.9 FAR 52.222-35 Equal Opportunity for Veterans. (JUN 2020)**

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

Alternate I (Jul 2014). As prescribed in 22.1310(a)(2), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract:

\_\_\_\_\_ [List term(s)].

**I.3.10 FAR 52.222-36 Equal Opportunity for Workers with Disabilities.  
(JUN 2020)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

**I.3.11 FAR 52.232-19 Availability of Funds for the Next Fiscal Year.  
(APR 1984)**

Funds are not presently available for performance under this contract beyond \_\_\_\_\_. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond \_\_\_\_\_, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

**I.3.12 FAR 52.232-40 Providing Accelerated Payments to Small  
Business Subcontractors (MAR 2023)**

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

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

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of Clause)

**I.3.13 FAR 52.237-3 Continuity of Services. (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to-

- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

## I.4 General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

*Table 11 - GSAR 552 Clauses Incorporated by Reference*

| CLAUSE #   | CLAUSE TITLE   | DATE      |
|------------|--|-----------|
| 552.203-71 | Restriction on Advertising.  | SEP 1999  |
| 552.204-9  | Personal Identity Verification Requirements.   | APR 2023  |
| 552.212-4  | Contract Terms and Conditions—Commercial Products and Commercial Services (FAR DEVIATION 52.212-4) | JAN 2023  |
| 552.215-70 | Examination of Records by GSA.   | JUN 2016  |
| 552.216-75 | Transactional Data Reporting.  | MAY 2023  |
| 552.228-5  | Government as Additional Insured.  | JAN 2016  |
| 552.229-71 | Federal Excise Tax—DC Government.  | SEP 1999  |
| 552.232-23 | Assignment of Claims.  | SEP 1999  |
| 552.232-25 | Prompt Payment. (Deviation FAR 52-232-25)  | JAN 2022  |
| 552.237-73 | Restriction on Disclosure of Information.  | JUNE 2009 |

### I.4.1 GSAR 552.232-39 Unenforceability of Unauthorized Obligations. (FEB 2018) (FAR Deviation)

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

- (1) Any such language, provision, or clause is unenforceable against the Government.
- (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such language, provision, or clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or

“browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

(End of Clause)

#### **I.4.2 GSAR 552.232-78 Commercial Supplier Agreements— Unenforceable Clauses. (FEB 2018)**

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

(1) Applicability. This agreement is part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR Parts 13, 14 or 15).

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

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

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

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

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

(4) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in FAR 52.233-1, Disputes.

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

(6) Updating terms.

(i) After award, the contractor may unilaterally revise commercial supplier agreement terms provided: if they are not material. A material change is defined as:

- (A) Terms that significantly change Government rights or obligations;
  - (B) Terms that increase Government prices;
  - (C) Terms that decrease overall level of service; or
  - (D) Terms that limit any other Government right addressed elsewhere in this contract.
- (ii) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.
- (iii) Any license agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.
- (7) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.
- (8) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.
- (9) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:
- (i) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.
  - (ii) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at FAR 52.233-1; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.
  - (iii) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.
- (10) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.
- (11) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at FAR 52.232-23, Assignment of Claims.
- (12) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule contract price list, as applicable, shall be deemed "confidential information."

Issues regarding release of “unit pricing” will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

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

(End of Clause)

**I.4.3 GSAR 552.252-6 Authorized Deviations in Clauses. (NOV 2021)  
(Deviation FAR 52.252-6)**

(a) Deviations to FAR clauses.

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

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

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

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

(End of Clause)

(END OF SECTION I)

## SECTION J - LIST OF ATTACHMENTS

- (a) J-1, DoD Required Provisions and Clauses.
- (b) J-2, Government Security Publications and Contractor Minimum Security Requirements for Select Systems.
- (c) J-3, Alliant 3 Labor Categories and BLS Service Occupational Classifications.
- (d) J-4, Cybersecurity and Supply Chain Risk Management (SCRM) References.
- (e) J-5, Performance Requirements Summary (PRS).
- (f) J-5.A, Contractor Engagement PBA Evaluation Program Ratings.
- (g) J-5.B, Performance-based Acquisition (PBA) Small Business Subcontracting Evaluation Program Ratings.
- (h) J-7, Individual Small Business Subcontracting Plan.
- (i) J-8, Website References.

*Table 12 - RFP Attachments*

| Section | Description  | Type  |
|---------|--|-------|
| J.P-1   | A3 Contractor Teaming Arrangement (CTA) Template                   | PDF   |
| J.P-2   | A3 Primary NAICS Code Relevant Experience Project Template         | PDF   |
| J.P-3   | A3 Emerging Technology Relevant Experience Project Template        | PDF   |
| J.P-4   | A3 Subcontractor Experience Project Template                       | PDF   |
| J.P-5   | A3 Small Business Engagement Template                              | PDF   |
| J.P-6   | A3 Past Performance Rating Template                                | PDF   |
| J.P-7   | A3 Federal Contract FPDS Crosswalk Sample                          | PDF   |
| J.P-8   | A3 Price Template  | Excel |
| J.P-9   | A3 Model Individual Subcontracting Plan                            | Excel |
| J.P-10  | A3 GSA Form 527 Contractor Qualification and Financial Information | PDF   |
| J.P-11  | A3 Contractor C-SCRM Responsibility Questionnaire                  | Excel |
| J.P-12  | A3 C-SCRM References   | PDF   |
| J.P-13  | A3 C-SCRM Plan Template  | Excel |
| J.P-14  | A3 C-SCRM Control Selections                                       | Excel |
| J.P-15  | Reserved   | N/A   |
| J.P-16  | A3 Self-Scoring Worksheet  | Excel |
| J.P-17  | A3 C-SCRM Plan Preparation Guide                                   | PDF   |
| J.P-18  | A3 Labor Rate Attestation  | PDF   |

\*The above attachments are for use during the solicitation process and will not remain with the Master Contract following the award.

## ATTACHMENT J-1 - DOD REQUIRED PROVISIONS AND CLAUSES

As referenced in *Section I.1.1, DOD Agency-specific Required Provisions and Clauses*, the following agency specific Department of Defense (DoD) provisions and clauses are provided for Task Orders solicited and issued under the Master Contract.

Periodically during the term of the Master Contract, an update to this *Attachment J-1, DoD Required Provisions and Clauses* may be executed on the Master Contract via a unilateral contract modification.

**Updated as of: MARCH 2024**

### J-1.1 Provisions

- DFARS 252.203-7005, Representation Relating to Compensation of Former DOD Officials. (SEP 2022).
- DFARS 252.209-7002, Disclosure of Ownership or Control by a Foreign Government (DEC 2022).
- DFARS 252.209-7008, Notice of Prohibition Relating to Organizational Conflict of Interest – Major Defense Acquisition Program. (DEC 2010).
- DFARS 252.215-7008, Only One Offer. (DEC 2022).
- DFARS 252.216-7002, Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements – Other Than Commercial Acquisition with Adequate Price Competition. (JAN 2023).
- DFARS 252.225-7003, Report of Intended Performance Outside the United States and Canada—Submission with Offer. (OCT 2020).
- DFARS 252.225-7020, Trade Agreements Certificate-Basic. (NOV 2014).
- DFARS 252.225-7031, Secondary Arab Boycott of Israel. (JUN 2005).
- DFARS 252.225-7035, Buy American Act-Free Trade Agreements–Balance of Payment Program Certificate–Basic. (FEB 2024).
- DFARS 252.234-7001, Notice of Earned Value Management System. (APR 2008).

## **J-1.2 Full Text Provisions / Representations and Certifications**

Offeror must complete and return the following provisions with their DOD Task Order proposal whenever responding to a DOD procurement requirement.

### **J-1.2.1 DFARS 252.204-7007, Alternate A, Annual Representations and Certifications. (OCT 2023)**

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (e) applies.

(ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) [252.204-7016](#) , Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.

(ii) [252.216-7008](#) , Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) [252.225-7042](#) , Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

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(iv) [252.225-7049](#) , Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) [252.225-7050](#) , Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) [252.229-7012](#) , Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) [252.229-7013](#) , Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: *[Contracting Officer check as appropriate.]*

\_\_\_ (i) [252.209-7002](#) , Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) [252.225-7000](#) , Buy American—Balance of Payments Program Certificate.

\_\_\_ (iii) [252.225-7020](#) , Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) [252.225-7031](#) , Secondary Arab Boycott of Israel.

\_\_\_ (v) [252.225-7035](#) , Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

\_\_\_ (vi) [252.226-7002](#) , Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

\_\_\_ (vii) [252.232-7015](#) , Performance-Based Payments—Representation.

(d) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov> . After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204–8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size

standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [ *Offeror to insert changes, identifying change by provision number, title, date* ]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR/DFARS Provision # | Title | Date | Change |
|-----------------------|-------|------|--------|
|                       |       |      |        |

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of Provision)

**J-1.2.2 DFARS 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements. (NOV 2023)**

(a) *Definitions.*

“Basic Assessment”, “Medium Assessment”, and “High Assessment” have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

“Covered contractor information system” has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) *Requirement.* In order to be considered for award, if the Offeror is required to implement NIST SP 800–171, the Offeror shall have a current assessment ( *i.e.*, not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204–7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800–171 DoD Assessments are described in the NIST SP 800–171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf> .

(c) *Procedures.*

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment ( *i.e.*, not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) () for all covered contractor information systems relevant to the offer.

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(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

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| <b>System Security Plan</b> | <b>CAGE Codes supported by this plan</b> | <b>Brief description of the plan architecture</b> | <b>Date of assessment</b> | <b>Total Score</b> | <b>Date score of 110 will be achieved</b> |
|-----------------------------|--|---|---------------------------|--------------------|---|
|                             |  |   |                           |                    |   |
|                             |  |   |                           |                    |   |

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) *Accessibility.*

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User’s Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as “Controlled Unclassified Information (CUI)” and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of Provision)

**J-1.2.3 DFARS 252.209-7006 Limitations on Contractors Acting as Lead System Integrators. (DEC 2022)**

(a) Definitions. “Lead system integrator,” “lead system integrator with system responsibility,” and “lead system integrator without system responsibility,” as used in this provision, have the meanings given in the clause of this solicitation entitled “Prohibited Financial Interests for Lead System Integrators” (DFARS 252.209-7007).

(b) General. Unless an exception is granted, no contractor performing lead system integrator functions in the acquisition of a major system by the Department of Defense may have any direct financial interest in the development or construction of any individual system or element of any system of systems.

(c) Representations.

(1) The Offeror represents that it does  does not  propose to perform this contract as a lead system integrator with system responsibility.

(2) The Offeror represents that it does  does not  propose to perform this contract as a lead system integrator without system responsibility.

(3) If the Offeror answered in the affirmative in paragraph (c)(1) or (2) of this provision, the offeror represents that it does  does not  have any direct financial interest as described in paragraph (b) of this provision with respect to the system(s), subsystem(s), system of systems, or services described in this solicitation.

(d) If the Offeror answered in the affirmative in paragraph (c)(3) of this provision, the offeror should contact the Contracting Officer for guidance on the possibility of submitting a mitigation plan and/or requesting an exception.

(e) If the Offeror does have a direct financial interest, the Offeror may be prohibited from receiving an award under this solicitation, unless the Offeror submits to the Contracting Officer appropriate evidence that the Offeror was selected by a subcontractor to serve as a lower-tier subcontractor through a process over which the Offeror exercised no control.

(f) This provision implements the requirements of 10 U.S.C. 4292.

(End of Provision)

**J-1.2.4 DFARS 252.209-7998 Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (Deviation 2012-O0007 (MAR 2012))**

See Class Deviation 2012-O0007, Prohibition Against Contracting with Corporations that Have a Felony Conviction, dated March 9, 2012. Contracting officers shall include the provision at 252.209-7998 in all solicitations that will use funds made available by Division H of the Consolidated Appropriations Act, 2012, including solicitations for acquisition of commercial items under FAR part 12, and shall apply the restrictions included in the deviation. This deviation is effective beginning March 9, 2012, and remains in effect until incorporated in the FAR or DFARS or otherwise rescinded.

(End of Provision)

**J-1.2.5 DFARS 252.209-7999 Representation Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Deviation 2012-O0004). (JAN 2012)**

See Class Deviation 2012-O0004, Prohibition Against Contracting With Corporations That Have an Unpaid Delinquent Tax Liability or a Felony Conviction under Federal Law, dated January 23, 2012. Contracting officers shall include this provision in all solicitations that will use funds made available by Division A of the Consolidated Appropriations Act, 2012, including solicitations for acquisition of commercial items under FAR Part 12, and shall apply the restrictions included in the deviation. This deviation is effective beginning January 23, 2012, and remains in effect until incorporated in the FAR or DFARS or otherwise rescinded.

(End of Provision)

**J-1.2.6 DFARS 252.217-7002, Offering Property for Exchange. (JUN 2012)**

As prescribed in [217.7005](#) , use the following provision:

**OFFERING PROPERTY FOR EXCHANGE (JUN 2012)**

- (a) The property described in item number \_\_\_\_\_, is being offered in accordance with the exchange provisions of 40 U.S.C. 503.
- (b) The property is located at (insert address). Offerors may inspect the property during the period (insert beginning and ending dates and insert hours during day).

(End of Provision)

**J-1.2.7 DFARS 252.226-7003. Drug-Free Work Force (AUG 2024)**

(a) Definitions. As used in this clause—

*Employee in a sensitive position* means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

*Illegal drugs* means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that title. The term “illegal drugs” does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

- (1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;
- (2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;
- (3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;
- (4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:
  - (i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee’s duties, the efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing—

- (A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the “Mandatory Guidelines for Federal Workplace Drug Testing Programs” (53 FR 11980 (April 11 1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of Clause)

**J-1.2.8 DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions. (JAN 2023)**

As prescribed in 227.7104 (e)(2), or 227.7203-3 (a), use the following provision:

**IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2023)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data—Other Than Commercial Products and Commercial Services clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the

Small Business Innovation Research Program, the Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

| <b>Technical Data or Computer Software to be Furnished with Restrictions*</b> | <b>Basis for Assertion**</b> | <b>Asserted Rights Category***</b> | <b>Name of Person Asserting Restrictions****</b> |
|---|------------------------------|------------------------------------|--|
| (LIST)*****   | (LIST)                       | (LIST)                             | (LIST)   |

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter “none” when all data or software will be submitted without

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of Provision)

**J-1.2.9 DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered to the Government. (JUN 1995)**

As prescribed in 227.7104(f)(2) or 227.7203-6(e), use the following provision:

TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

(a) The contract number under which the data or software were produced;

- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government’s rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of Provision)

**J-1.2.10 DFARS 252.239-7009 Representation of Use of Cloud Computing. (SEP 2015)**

(a) *Definition.* “Cloud computing,” as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) *Representation.* The Offeror represents that it—

\_\_\_\_\_ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of Provision)

**J-1.2.11 DFARS 252.246-7005, Notice of Warranty Tracking of Serialized Items. (MAR 2016)**

(a) *Definitions.* “Duration,” “enterprise”, “enterprise identifier,” “fixed expiration,” “item type,” “serialized item,” “starting event,” “unique item identifier,” “usage,” “warranty administrator,” “warranty guarantor,” and “warranty tracking” are defined in the clause at [252.246-7006](#), Warranty Tracking of Serialized Items.

(b) *Reporting of data for warranty tracking and administration.*

- (1) The Offeror shall provide the information required by the attachment entitled “Warranty Tracking Information” on each contract line item number, subline item number, or exhibit line item number for warranted items with its offer. Information required in the warranty attachment for each warranted item shall include such

information as duration, fixed expiration, item type, starting event, usage, warranty administrator enterprise identifier, and warranty guarantor enterprise identifier.

(2) The successful Offeror will be required to provide the following information no later than when the warranted items are presented for receipt and/or acceptance, in accordance with the clause at [252.246-7006](#)—

(A) The unique item identifier for each warranted item required by the attachment entitled “Warranty Tracking Information;” and

(B) All information required by the attachment entitled “Source of Repair Instructions” for each warranted item.

(3) For additional information on warranty attachments, see the “Warranty and Source of Repair” training and “Warranty and Source of Repair Tracking User Guide” accessible on the Product Data Reporting and Evaluation Program (PDREP) website at [https://www.pdrep.csd.disa.mil/pdrep\\_files/other/wsr.htm](https://www.pdrep.csd.disa.mil/pdrep_files/other/wsr.htm).

(End of Provision)

### **J-1.3 Clauses Incorporated by Reference**

- DFARS 252.201-7000, Contracting Officer’s Representative. (DEC 1991).
- DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials. (SEP 2011).
- DFARS 252.203-7001, Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies. (JAN 2023).
- DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights. (DEC 2022).
- DFARS 252.203-7003, Agency Office of the Inspector General. (AUG 2019).
- DFARS 252.203-7004, Display of Hotline Posters. (JAN 2023).
- DFARS 252.204-7000, Disclosure of Information. (OCT 2016).
- DFARS 252.204-7002, Payment for Contract Line or Subline Items Not Separately Priced. (APR 2020).
- DFARS 252.204-7003, Control of Government Personnel Work Product. (APR 1992).
- DFARS 252.204-7004, Antiterrorism Awareness Training for Contractors. (JAN 2023).
- DFARS 252.204-7006, Billing Instructions–Cost Vouchers. (MAY 2023).
- DFARS 252.204-7007, Alternate A, Annual Representations and Certifications. (OCT 2023).
- DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting. (May 2024).
- DFARS 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support. (JAN 2023).
- DFARS 252.204-7020-NIST SP 800-171 DoD Assessment Requirements. (NOV 2023).
- DFARS 252.204-7021, Cybersecurity Maturity Model Certification Requirements. (JAN 2023).
- DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders. (JUN 2023).
- DFARS 252.209-7004, Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. (MAY 2019).

- DFARS 252.209-7007, Prohibited Financial Interests for Lead System Integrators. (DEC 2022).
- DFARS 252.209-7009, Organizational Conflict of Interest-Major Defense Acquisition Program (MAY 2019).
- DFARS 252.211-7003, Item Unique Identification and Valuation. (JAN 2023).
- DFARS 252.211-7008, Use of Government-Assigned Serial Numbers. (SEP 2010).
- DFARS 252.215-7002, Cost Estimating System Requirements. (DEC 2012).
- DFARS 252.215-7009, Proposal Adequacy Checklist. (MAR 2023).
- DFARS 252.216-7004, Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel. (SEP 2011).
- DFARS 252.216-7009, Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding. (DEC 2022).
- DFARS 252.217-7001, Surge Option. (DEC 2018) (applicable to Order Only if Surge Option will be required).
- DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) – BASIC. (DEC 2019).
- DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (DEC 2019) Alternate I (DEC 2019).
- DFARS 252.219-7011, Notification to Delay Performance. (JUN 1998).
- DFARS 252.222-7000, Restrictions on Employment of Personnel. (MAR 2000).
- DFARS 252.222-7002, Compliance with Local Labor Laws (Overseas). (JUN 1997).
- DFARS 252.222-7006, Restrictions on the Use of Mandatory Arbitration Agreements. (JAN 2023).
- DFARS 252.223-7006, Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials-Basic. (SEP 2014).
- DFARS 252.223-7008, Prohibition of Hexavalent Chromium. (JAN 2023).
- DFARS 252.225-7002, Qualifying Country Sources as Subcontractors. (MAR 2022).
- DFARS 252.225-7003, Report of Intended Performance Outside the United States and Canada-Submission with Offer. (OCT 2020).
- DFARS 252.225-7004, Report of Intended Performance Outside the United States and Canada-Submission after Award. (JUL 2024).
- DFARS 252.225-7005, Identification of Expenditures in the United States. (JUN 2005).
- DFARS 252.225-7012, Preference for Certain Domestic Commodities. (APR 2022).
- DFARS 252.225-7013, Duty-Free Entry. (NOV 2023).
- DFARS 252.225-7021, Trade Agreements – BASIC. (FEB 2024).
- DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States. (OCT 2023).
- DFARS 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the United States. (JUN 2015).
- DFARS 252.225-7048, Export-Controlled Items. (JUN 2013).
- DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. (JAN 2023).
- DFARS 252.226-7003, Drug-Free Work Force. (AUG 2024).
- DFARS 252.227-7013, Rights in Technical Data-Other Than Commercial Products and Commercial Services. (MAR 2023).

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- DFARS 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation. (MAR 2023).
- DFARS 252.227-7015, Technical Data - Commercial Products and Commercial Services. (MAR 2023).
- DFARS 252.227-7016, Rights in Bid or Proposal Information. (JAN 2023).
- DFARS 252.227-7019, Validation of Asserted Restrictions-Computer Software. (JAN 2023).
- DFARS 252.227-7020, Rights In Special Works. (JUN 1995).
- DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (JAN 2023).
- DFARS 252.227-7027, Deferred Ordering of Technical Data or Computer Software. (APR 1988).
- DFARS 252.227-7030, Technical Data–Withholding of Payment. (MAR 2000).
- DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data. (JAN 2023).
- DFARS 252.231-7000, Supplemental Cost Principles. (DEC 1991).
- DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports. (DEC 2018).
- DFARS 252.232-7006, Wide Area WorkFlow Payment Instructions. (JAN 2023).
- DFARS 252.232-7007, Limitation of Governments Obligation. (APR 2014).
- DFARS 252.232-7010, Levies on Contract Payments. (DEC 2006).
- DFARS 252.239-7000, Protection Against Compromising Emanations. (OCT 2019).
- DFARS 252.239-7001, Information Assurance Contractor Training and Certification. (JAN 2008).
- DFARS 252.239-7010, Cloud Computing Services. (JAN 2023).
- DFARS 252.239-7018, Supply Chain Risk. (DEC 2022).
- DFARS 252.242-7004, Material Management and Accounting System. (MAY 2011).
- DFARS 252.242-7005, Contractor Business Systems. (FEB 2012).
- DFARS 252.242-7006, Accounting System Administration. (FEB 2012).
- DFARS 252.243-7001, Pricing of Contract Modifications. (DEC 1991).
- DFARS 252.243-7002, Requests for Equitable Adjustment. (DEC 2022).
- DFARS 252.244-7000, Subcontracts for Commercial Products or Commercial Services. (NOV 2023).
- DFARS 252.244-7001, Contractor Purchasing System Administration – BASIC. (MAY 2014).
- DFARS 252.245-7003, Contractor Property Management System Administration. (APR 2012).
- DFARS 252.245-7005 - Management and Reporting of Government Property. (JAN 2024)
- DFARS 252.246-7001, Warranty of Data. (MAR 2014).
- DFARS 252.246-7003, Notification of Potential Safety Issues. (JAN 2023).
- DFARS 252.246-7006, Warranty Tracking of Serialized Items (MAR 2016).
- DFARS 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System. (JAN 2023).

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- DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer. (JAN 2023).
- DFARS 252.247-7023, Transportation of Supplies by Sea – BASIC. (OCT 2024).
- DFARS 252.249-7002, Notification of Anticipated Contract Termination or Reduction. (DEC 2022).
- DFARS 252.251-7000, Ordering from Government Supply Sources. (AUG 2012).

Provisions and clauses provided by reference can be viewed on (<https://www.acquisition.gov>).  
Class Deviations may be viewed on ([http://www.acq.osd.mil/dpap/dars/class\\_deviations.html](http://www.acq.osd.mil/dpap/dars/class_deviations.html)).

(End of Attachment J-1)

## ATTACHMENT J-2 - GOVERNMENT SECURITY PUBLICATIONS AND CONTRACTOR MINIMUM SECURITY REQUIREMENTS FOR SELECT SYSTEMS

## ATTACHMENT J-2 - GOVERNMENT SECURITY PUBLICATIONS AND CONTRACTOR MINIMUM SECURITY REQUIREMENTS FOR SELECT SYSTEMS

The Government requires that IT solutions meet Federal security standards. The security requirements of government sensitive data and IT resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers are located in **Section H.7, Security-Safeguarding Sensitive Data and Information Technology Resources**. Additional security requirements, standards and specifications may be provided at the Task level and the contractors must understand certain Security Publications so that contractors are prepared to comply if encountered at the Task level. Furthermore, the Government requires that Contractors ensure a minimal level of security for certain select systems as outlined in this document.

### J-2.1 Federal Security Standards at the Task Order Level

Contractors entering into an agreement for services at the Task Order Level to the General Services Administration (GSA) and/or its Federal customers shall be contractually subject to all GSA and Federal IT Security standards, policies, and reporting requirements. The Contractor shall meet and comply with all GSA IT Security Policies and all applicable GSA and NIST standards and guidelines, and other Government-wide laws and regulations for protection and security of IT. All GSA Contractors must comply with the GSA policies referenced within the GSA IT Security Policy that are listed under **Section H.7**.

#### J-2.1.1 Safeguarding Sensitive Data and Information Technology Resources

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

- (a) FAR 52.204-21 (NOV 2021) Basic Safeguarding of Covered Contractor Information Systems.
- (b) Federal Information Security Management Act (FISMA) of 2002.
- (c) Clinger-Cohen Act of 1996 also known as the "Information Technology Management Reform Act of 1996".
- (d) Privacy Act of 1974 (5 U.S.C. § 552a).
- (e) Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors", August 27, 2004.
- (f) Office of Management and Budget (OMB) Circular A-130, Office of Management and Budget (OMB) Circular A-130, Managing Information as a Strategic Resource (July 28, 2016).
- (g) OMB Memorandum M-04-04, "E-Authentication Guidance for Federal Agencies".
- (h) FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems".
- (i) FIPS PUB 200, "Minimum Security Requirements for Federal Information and Information Systems".

## ATTACHMENT J-2 - GOVERNMENT SECURITY PUBLICATIONS AND CONTRACTOR MINIMUM SECURITY REQUIREMENTS FOR SELECT SYSTEMS

- (j) FIPS PUB 140-2, "Security Requirements for Cryptographic Modules".
- (k) NIST Special Publication 800-18 Rev 1, "Guide for Developing Security Plans for Federal Information Systems".
- (l) NIST Special Publication 800-30 Rev. 1, "Guide for Conducting Risk Assessments".
- (m) NIST Special Publication 800-34 Rev. 1, "Contingency Planning Guide for Federal Information".
- (n) NIST Special Publication 800-37, Rev. 2, "Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy".
- (o) NIST Special Publication 800-47, "Security Guide for Interconnecting Information Technology Systems".
- (p) NIST Special Publication 800-53 Revision 5.1.13, "Security and Privacy Controls for Information Systems and Organizations".
- (q) NIST Special Publication 800-53A Rev. 5, "Assessing Security and Privacy Controls in Information Systems and Organizations".

### **J-2.1.2 Cloud Computing Security Requirements for the Department of Defense (DOD) and the Defense Information Systems Agency (DISA)**

For those Task Orders issued under DOD/DISA, Program Managers (PMs) or Federal Service Manager (FSMs) must implement any cloud computing services in accordance with DISA provided in the Cloud Computing Security Requirements Guide (SRG) found at the DoD Cloud Computing Security Website. (*See Attachment J-8, Website References*). Prior to contract award, all commercially provided cloud services must have a DoD Provisional Authorization granted by DISA. Prior to operational use, all cloud services must have an Authority to Operate granted by the PM/FSM's Authorizing Official. PMs/FSMs that acquire or use cloud services remain responsible for ensuring that end to end security and computer network defense requirements are met.

### **J-2.1.3 Information Security Policies, Procedures, and Practices**

In addition to being able to perform in accordance to the referenced publications as required at the Task level for sensitive data and IT resources, a contractor must ensure that the contractor's information security policies, procedures, and practices applicable to all information systems it owns or operates which contain, transmit, or process information provided by or generated for the Government to support the operations and assets of a Federal agency ("Federal Information"), which may be reasonably contemplated to be used during the performance of this contract, meet, at a minimum, the requirements of the security control baseline for Low-Impact information systems (in the most current version of NIST Special Publication 800-53), or conform to the requirements commercial standards that provide a substantially equivalent or greater level of security.

**NOTE:** This attachment is not a requirement for the Contractor to submit a System Security Plan for these systems, or for the government to provide Assessment and Authorization or

ATTACHMENT J-2 - GOVERNMENT SECURITY PUBLICATIONS AND CONTRACTOR MINIMUM SECURITY  
REQUIREMENTS FOR SELECT SYSTEMS

Authorization to Operate for the contractor's systems which contain, transmit, or process Federal Information.

(End of Attachment J-2)

## **ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS**

### **J-3.1 Background**

Alliant 3 Labor Categories have been mapped to the Office of Management and Budget's (OMB) Standard Occupational Classification (SOC) for which the Bureau of Labor Statistics (BLS) maintains compensation data. Labor Categories are further subdivided by knowledge/skill level. Definitions of these knowledge/skill levels are as follows:

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

### J-3.2 Individual Labor Categories

The following individual Labor Categories correspond to a single SOC Number, Title, and Functional Description.

*Table 13 - Individual Labor Categories*

| <b>Labor ID #</b> | <b>Business Intelligence Analyst</b>  |
|-------------------|---|
| 101               | Junior Business Intelligence Analyst  |
| 102               | Journeyman Business Intelligence Analyst  |
| 103               | Senior Business Intelligence Analyst  |
| 104               | SME - Business Intelligence Analyst   |
| SOC No.           | SOC Title and Functional Description  |
| 15-1299           | Business Intelligence Analyst - Plan, direct, or coordinate activities in such fields as electronic data processing, information systems, systems analysis, and computer programming. |

| <b>Labor ID #</b> | <b>Computer and Information Research Scientist</b>  |
|-------------------|---|
| 111               | Junior Computer and Information Research Scientist  |
| 112               | Journeyman Computer and Information Research Scientist  |
| 113               | Senior Computer and Information Research Scientist  |
| 114               | SME - Computer and Information Research Scientist   |
| SOC No.           | SOC Title and Functional Description  |
| 15-1221           | Computer and Information Research Scientist - Conduct research into fundamental computer and information science as theorists, designers, or inventors. Develop solutions to problems in the field of computer hardware and software. |

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

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

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| <b>Labor ID #</b> | <b>Computer Network Architect</b>   |
|-------------------|---|
| 141               | Junior Computer Network Architect   |
| 142               | Journeyman Computer Network Architect   |
| 143               | Senior Computer Network Architect   |
| 144               | SME - Computer Network Architect  |
| SOC No.           | SOC Title and Functional Description  |
| 15-1241           | Computer Network Architect - Design and implement computer and information networks, such as local area networks (LAN), wide area networks (WAN), intranets, extranets, and other data communications networks. Perform network modeling, analysis, and planning, including analysis of capacity needs for network infrastructures. May also design network and computer security measures. May research and recommend network and data communications hardware and software. |

| <b>Labor ID #</b> | <b>Computer Network Support Specialist</b>  |
|-------------------|---|
| 151               | Junior Computer Network Support Specialist  |
| 152               | Journeyman Computer Network Support Specialist  |
| 153               | Senior Computer Network Support Specialist  |
| 154               | SME - Computer Network Support Specialist   |
| SOC No.           | SOC Title and Functional Description  |
| 15-1231           | Computer Network Support Specialist - Analyze, test, troubleshoot, and evaluate existing network systems, such as local area network (LAN), wide area network (WAN), cloud networks, servers, and other data communications networks. Perform network maintenance to ensure networks operate correctly with minimal interruption. |

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| <b>Labor ID #</b> | <b>Computer Operator</b>  |
|-------------------|---|
| 161               | Junior Computer Operator  |
| 162               | Journeyman Computer Operator  |
| 163               | Senior Computer Operator  |
| 164               | SME - Computer Operator   |
| SOC No.           | SOC Title and Functional Description  |
| 15-1299           | Computer Operator - Monitor and control electronic computer and peripheral electronic data processing equipment to process business, scientific, engineering, and other data according to operating instructions. Monitor and respond to operating and error messages. May enter commands at a computer terminal and set controls on computer and peripheral devices. |

| <b>Labor ID #</b> | <b>Computer Programmer</b>  |
|-------------------|---|
| 171               | Junior Computer Programmer  |
| 172               | Journeyman Computer Programmer  |
| 173               | Senior Computer Programmer  |
| 174               | SME - Computer Programmer   |
| SOC No.           | SOC Title and Functional Description  |
| 15-1251           | Computer Programmer - Create, modify, and test the code and scripts that allow computer applications to run. Work from specifications drawn up by software and web developers or other individuals. May develop and write computer programs to store, locate, and retrieve specific documents, data, and information. |

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| <b>Labor ID #</b> | <b>Computer Systems Analyst</b>   |
|-------------------|---|
| 181               | Junior Computer Systems Analyst   |
| 182               | Journeyman Computer Systems Analyst   |
| 183               | Senior Computer Systems Analyst   |
| 184               | SME - Computer Systems Analyst  |
| SOC No.           | SOC Title and Functional Description  |
| 15-1211           | Computer Systems Analyst - Analyze science, engineering, business, and other data processing problems to develop and implement solutions to complex applications problems, system administration issues, or network concerns. Perform systems management and integration functions, improve existing computer systems, and review computer system capabilities, workflow, and schedule limitations. May analyze or recommend commercially available software. |

| <b>Labor ID #</b> | <b>Computer Systems Engineer/Architect</b>  |
|-------------------|---|
| 191               | Junior Computer Systems Engineer/Architect  |
| 192               | Journeyman Computer Systems Engineer/Architect  |
| 193               | Senior Computer Systems Engineer/Architect  |
| 194               | SME - Computer Systems Engineer/Architect   |
| SOC No.           | SOC Title and Functional Description  |
| 15-1299           | Computer Systems Engineer/Architect - Design and develop solutions to complex applications problems, system administration issues, or network concerns. Perform systems management and integration functions. |

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| <b>Labor ID #</b> | <b>Computer User Support Specialist</b>  |
|-------------------|--|
| 201               | Junior Computer User Support Specialist  |
| 202               | Journeyman Computer User Support Specialist  |
| 203               | Senior Computer User Support Specialist  |
| 204               | SME - Computer User Support Specialist   |
| SOC No.           | SOC Title and Functional Description   |
| 15-1232           | Computer User Support Specialist - Provide technical assistance to computer users. Answer questions or resolve computer problems for clients in person, via telephone or electronically. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems. |

| <b>Labor ID #</b> | <b>Data Warehousing Specialist</b>  |
|-------------------|---|
| 211               | Junior Data Warehousing Specialist  |
| 212               | Journeyman Data Warehousing Specialist  |
| 213               | Senior Data Warehousing Specialist  |
| 214               | SME - Data Warehousing Specialist   |
| SOC No.           | SOC Title and Functional Description  |
| 15-1299           | Data Warehousing Specialist - Design, model, or implement corporate data warehousing activities. Program and configure warehouses of database information and provide support to warehouse users. |

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| <b>Labor ID #</b> | <b>Database Administrator</b>  |
|-------------------|--|
| 221               | Junior Database Administrator  |
| 222               | Journeyman Database Administrator  |
| 223               | Senior Database Administrator  |
| 224               | SME - Database Administrator   |
| SOC No.           | SOC Title and Functional Description   |
| 15-1242           | Database Administrator - Administer, test, and implement computer databases, applying knowledge of database management systems. Coordinate changes to computer databases. May plan, coordinate, and implement security measures to safeguard computer databases. |

| <b>Labor ID #</b> | <b>Database Architect</b>   |
|-------------------|---|
| 231               | Junior Database Architect   |
| 232               | Journeyman Database Architect   |
| 233               | Senior Database Architect   |
| 234               | SME - Database Architect  |
| SOC No.           | SOC Title and Functional Description  |
| 15-1243           | Database Architect - Design strategies for enterprise databases, data warehouse systems, and multidimensional networks. Set standards for database, operations, programming, query processes, and security. Model, design, and construct large relational databases or data warehouses. Create and optimize data models for warehouse infrastructure and workflow. Integrate new systems with existing warehouse structure and refine system performance and functionality. |

ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

| <b>Labor ID #</b> | <b>Document Management Specialist</b>  |
|-------------------|--|
| 241               | Junior Document Management Specialist  |
| 242               | Journeyman Document Management Specialist  |
| 243               | Senior Document Management Specialist  |
| 244               | SME - Document Management Specialist   |
| SOC No.           | SOC Title and Functional Description   |
| 15-1299           | Document Management Specialist- Implement and administer enterprise-wide document management systems and related procedures that allow organizations to capture, store, retrieve, share, and destroy electronic records and documents. |

| <b>Labor ID #</b> | <b>Geographic Information Systems Technician</b>   |
|-------------------|--|
| 251               | Junior Geographic Information Systems Technician   |
| 252               | Journeyman Geographic Information Systems Technician   |
| 253               | Senior Geographic Information Systems Technician   |
| 254               | SME - Geographic Information Systems Technician  |
| SOC No.           | SOC Title and Functional Description   |
| 15-1299           | Geographic Information Systems Technician - Assist scientists, technologists, or related professionals in building, maintaining, modifying, or using Geographic Information Systems (GIS) databases. May also perform some custom application development or provide user support. |

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| <b>Labor ID #</b> | <b>Geospatial Information Scientist and Technologist</b>  |
|-------------------|---|
| 261               | Junior Geospatial Information Scientist and Technologist  |
| 262               | Journeyman Geospatial Information Scientist and Technologist  |
| 263               | Senior Geospatial Information Scientist and Technologist  |
| 264               | SME - Geospatial Information Scientist and Technologist   |
| SOC No.           | SOC Title and Functional Description  |
| 15-1299           | Geospatial Information Scientist and Technologist - Research or develop geospatial technologies. May produce databases, perform applications programming, or coordinate projects. May specialize in areas such as agriculture, mining, health care, retail trade, urban planning, or military intelligence. |

| <b>Labor ID #</b> | <b>Information Security Analyst</b>  |
|-------------------|--|
| 271               | Junior Information Security Analyst  |
| 272               | Journeyman Information Security Analyst  |
| 273               | Senior Information Security Analyst  |
| 274               | SME - Information Security Analyst   |
| SOC No.           | SOC Title and Functional Description   |
| 15-1212           | Information Security Analyst - Plan, implement, upgrade, or monitor security measures for the protection of computer networks and information. May ensure appropriate security controls are in place that will safeguard digital files and vital electronic infrastructure. May respond to computer security breaches and viruses. |

ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

| <b>Labor ID #</b> | <b>Information Technology Project Manager</b>  |
|-------------------|--|
| 281               | Junior Information Technology Project Manager  |
| 282               | Journeyman Information Technology Project Manager  |
| 283               | Senior Information Technology Project Manager  |
| 284               | SME - Information Technology Project Manager   |
| SOC No.           | SOC Title and Functional Description   |
| 15-1299           | Information Technology Project Manager - Plan, initiate, and manage Information Technology (IT) projects. Lead and guide the work of technical staff. Serve as liaison between business and technical aspects of projects. Plan project stages and assess business implications for each stage. Monitor progress to assure deadlines, standards, and cost targets are met. |

| <b>Labor ID #</b> | <b>Management Analyst</b>  |
|-------------------|--|
| 291               | Junior Management Analyst  |
| 292               | Journeyman Management Analyst  |
| 293               | Senior Management Analyst  |
| 294               | SME - Management Analyst   |
| SOC No.           | SOC Title and Functional Description   |
| 13-1111           | Management Analyst - Conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively. Includes program analysts and management consultants. |

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| <b>Labor ID #</b> | <b>Network and Computer Systems Administrator</b>  |
|-------------------|--|
| 301               | Junior Network and Computer Systems Administrator  |
| 302               | Journeyman Network and Computer Systems Administrator  |
| 303               | Senior Network and Computer Systems Administrator  |
| 304               | SME - Network and Computer Systems Administrator   |
| SOC No.           | SOC Title and Functional Description   |
| 15-1244           | Network and Computer Systems Administrator - Install, configure, and maintain an organization's local area network (LAN), wide area network (WAN), data communications network, operating systems, and physical and virtual servers. Perform system monitoring and verify the integrity and availability of hardware, network, and server resources and systems. Review system and application logs and verify completion of scheduled jobs, including system backups. Analyze network and server resource consumption and control user access. Install and upgrade software and maintain software licenses. May assist in network modeling, analysis, planning, and coordination between network and data communications hardware and software. |

| <b>Labor ID #</b> | <b>Software Developers, Applications</b>   |
|-------------------|--|
| 311               | Junior Software Developer, Applications  |
| 312               | Journeyman Software Developer, Applications  |
| 313               | Senior Software Developer, Applications  |
| 314               | SME - Software Developer, Applications   |
| SOC No.           | SOC Title and Functional Description   |
| 15-1252           | Software Developers, Applications - Develop, create, and modify general computer applications software or specialized utility programs. Analyze user needs and develop software solutions. Design software or customize software for client use with the aim of optimizing operational efficiency. May analyze and design databases within an application area, working individually or coordinating database development as part of a team. May supervise computer programmers. |

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| Labor ID # | Software Developers, Systems Software   |
|------------|---|
| 321        | Junior Software Developer, Systems Software   |
| 322        | Journeyman Software Developer, Systems Software   |
| 323        | Senior Software Developer, Systems Software   |
| 324        | SME - Software Developer, Systems Software  |
| SOC No.    | SOC Title and Functional Description  |
| 15-1252    | Software Developers, Systems Software - Research, design, develop, and test operating systems-level software, compilers, and network distribution software for medical, industrial, military, communications, aerospace, business, scientific, and general computing applications. Set operational specifications and formulate and analyze software requirements. May design embedded systems software. Apply principles and techniques of computer science, engineering, and mathematical analysis. |

| Labor ID # | Software Quality Assurance Engineer and Tester  |
|------------|---|
| 331        | Junior Software Quality Assurance Engineer and Tester   |
| 332        | Journeyman Software Quality Assurance Engineer and Tester   |
| 333        | Senior Software Quality Assurance Engineer and Tester   |
| 334        | SME - Software Quality Assurance Engineer and Tester  |
| SOC No.    | SOC Title and Functional Description  |
| 15-1253    | Software Quality Assurance Engineer and Tester - Develop and execute software tests to identify software problems and their causes. Test system modifications to prepare for implementation. Document software and application defects using a bug tracking system and report defects to software or web developers. Create and maintain databases of known defects. May participate in software design reviews to provide input on functional requirements, operational characteristics, product designs, and schedules. |

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| <b>Labor ID #</b> | <b>Technical Writer</b>  |
|-------------------|--|
| 341               | Junior Technical Writer  |
| 342               | Journeyman Technical Writer  |
| 343               | Senior Technical Writer  |
| 344               | SME - Technical Writer   |
| SOC No.           | SOC Title and Functional Description   |
| 27-3042           | Technical Writer - Write technical materials, such as equipment manuals, appendices, or operating and maintenance instructions. May assist in layout work. |

| <b>Labor ID #</b> | <b>Telecommunications Engineering Specialist</b>   |
|-------------------|--|
| 351               | Junior Telecommunications Engineering Specialist   |
| 352               | Journeyman Telecommunications Engineering Specialist   |
| 353               | Senior Telecommunications Engineering Specialist   |
| 354               | SME - Telecommunications Engineering Specialist  |
| SOC No.           | SOC Title and Functional Description   |
| 15-1299           | Telecommunications Engineering Specialist - Design or configure voice, video, and data communications systems. Supervise installation and post-installation service and maintenance. |

ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

| <b>Labor ID #</b> | <b>Telecommunications Equipment Installer and Repairer, Except Line Installers</b>  |
|-------------------|---|
| 361               | Junior Telecommunications Equipment Installer and Repairer  |
| 362               | Journeyman Telecommunications Equipment Installer and Repairer  |
| 363               | Senior Telecommunications Equipment Installer and Repairer  |
| 364               | SME - Telecommunications Equipment Installer and Repairer   |
| SOC No.           | SOC Title and Functional Description  |
| 49-2022           | Telecommunications Equipment Installer and Repairer - Install, set-up, rearrange, or remove switching, distribution, routing, and dialing equipment used in central offices or headend. Service or repair telephone, cable television, Internet, and other communications equipment on customers' property. May install communications equipment or communications wiring in buildings. |

| <b>Labor ID #</b> | <b>Training and Development Specialist</b>   |
|-------------------|--|
| 371               | Junior Training and Development Specialist   |
| 372               | Journeyman Training and Development Specialist   |
| 373               | Senior Training and Development Specialist   |
| 374               | SME - Training and Development Specialist  |
| SOC No.           | SOC Title and Functional Description   |
| 13-1151           | Training and Development Specialist - Design and conduct training and development programs to improve individual and organizational performance. May analyze organizational training needs or evaluate training effectiveness. |

## ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

| <b>Labor ID #</b> | <b>Video Game Designer</b>  |
|-------------------|---|
| 381               | Junior Video Game Designer  |
| 382               | Journeyman Video Game Designer  |
| 383               | Senior Video Game Designer  |
| 384               | SME - Video Game Designer   |
| SOC No.           | SOC Title and Functional Description  |
| 15-1299           | Video Game Designer - Design core features of video games. Specify innovative game and role-play mechanics, story lines, and character biographies. Create and maintain design documentation. Guide and collaborate with production staff to produce games as designed. |

| <b>Labor ID #</b> | <b>Web Administrator</b>  |
|-------------------|---|
| 391               | Junior Web Administrator  |
| 392               | Journeyman Web Administrator  |
| 393               | Senior Web Administrator  |
| 394               | SME - Web Administrator   |
| SOC No.           | SOC Title and Functional Description  |
| 15-1299           | Web Administrator - Manage web environment design, deployment, development and maintenance activities. Perform testing and quality assurance of web sites and web applications. |

ATTACHMENT J-3 - ALLIANT 3 LABOR CATEGORIES AND BLS SERVICE OCCUPATIONAL CLASSIFICATIONS

| <b>Labor ID #</b> | <b>Web Developer</b>   |
|-------------------|--|
| 401               | Junior Web Developer   |
| 402               | Journeyman Web Developer   |
| 403               | Senior Web Developer   |
| 404               | SME - Web Developer  |
| SOC No.           | SOC Title and Functional Description   |
| 15-1254           | Web Developer - Develop and implement websites, web applications, application databases, and interactive web interfaces. Evaluate code to ensure that it is properly structured, meets industry standards, and is compatible with browsers and devices. Optimize website performance, scalability, and server-side code and processes. May develop website infrastructure and integrate websites with other computer applications. |

(End of Attachment J-3)

## **ATTACHMENT J-4 - CYBERSECURITY & SUPPLY CHAIN RISK MANAGEMENT (SCRM) REFERENCES**

Security is rapidly emerging as the “fourth pillar” of acquisition in addition to price, performance and delivery. Contractors will be required to comply with existing cybersecurity and SCRM requirements as well as implement new requirements that are established during the Period of Performance. Furthermore, Contractors should be aware that their cybersecurity and SCRM capabilities may impact their competitiveness as agencies increasingly incorporate cybersecurity and SCRM related requirements, evaluation factors and reporting at the Task Order Level.

Contractors entering into an agreement to provide service to Government activities are subject to IT security (a/k/a cybersecurity) and SCRM laws, regulations, standards, policies and reporting requirements. Additional and/or tailored cybersecurity and SCRM requirements may be included in individual Task Orders by the issuing agency OCO. The Contractor must ensure that all applicable Commercial-Off-The-Shelf (COTS) and enabled products comply with ordering agency cybersecurity and SCRM requirements.

*(See Attachment J.P-12 for a comprehensive list of C-SCRM References).*

(End of Attachment J-4)

## ATTACHMENT J-5 - PERFORMANCE REQUIREMENTS SUMMARY (PRS)

*Table 14 - Performance Objectives*

|          | <b>Performance Objective</b>  | <b>Applicability</b>   | <b>Performance Standard</b>  | <b>* Acceptable Quality Level (AQL)</b>   | <b>Surveillance Method</b>  | <b>Performance Incentive</b>   |
|----------|---|--|--|---|---|--|
| <b>1</b> | Contractor Engagement based on <i>Participation</i> and <i>Production Standards</i> results in providing effective competition to federal agencies and viable Proposals with alternative best-value solutions to choose from in their award decision. | C.7 PWS;<br><b>F.7.1</b> Performance-based Acquisition Deliverables;<br><b>H.19.</b> Contractor Engagement;<br><b>J-5.A</b> Ratings and Contract Remedies. | A) <i>Participation</i> : Three Proposals per single contract year for all contract years after Year 1 when meeting <i>Production Standards</i> .<br><br>B) <i>Production</i> : Cumulative Total Dollar Value (TDV) when meeting <i>Participation Standard</i> :<br>Year 1 = None<br>Year 2 = \$3M<br>Year 3 = \$6M<br>Year 4 = \$10M<br>Year 5 = \$15M<br>Year 6 = \$21M<br>Year 7 = \$27M<br>Year 8 = \$36M<br>Year 9 = \$45M<br>Year 10 = \$55M | A) <i>Participation</i> : Year 1 = One proposal. All other contract years require a minimum of three proposals to achieve AQL. However, depending on <i>Production</i> dollars earned, more than three proposals may be required to achieve AQL.<br><br>B) <i>Production</i> : AQL rating with minimum three <i>Participation</i> credits:<br>Year 1 = \$0.0.<br>All other AQLs vary year-to-year, based on exceeding <i>Production</i> dollars and <i>Participation</i> credits earned in each evaluated year. | A & B) Annual audit when Satisfactory or above rating. Frequently if in a Marginal Performing or Non-performing rating. | A & B) Positive: Rated as a Contractor in a <i>Performing Status</i> . Positive assessment on this deliverable in CPARS or another contract performance assessment report.<br><br>A & B) Negative: Rated as a Contractor in a <i>Nonperforming Status</i> . Negative: Deficiency Notice, Cure Notice, and/or Contract Termination (if not cured) pursuant to <b>Attachment J-5.A</b> . |

**\* NOTES ON PERFORMANCE OBJECTIVE 1:**

- (a) AQLs are based upon 30 or more Opportunities per year for contract years 2 through 10, and 10 Opportunities for year one.
- (b) AQLs are determined based upon a combination of *Participation* credits in the evaluated year and cumulative *Production* total dollars awarded.

**Table 15 - Subcontracting Performance Objectives**

|          | <b>Performance Objective</b>                 | <b>Applicability</b>   | <b>Performance Standard</b>  | <b>Acceptable Quality Level (AQL)</b>  | <b>Surveillance Method</b>                     | <b>Performance Incentive</b>   |
|----------|--|--|--|--|--|--|
| <b>2</b> | Small Business Subcontracting Goals Achieved | <b>G.22.1</b> Minimum Subcontracting Goals.<br><b>J-5.B</b> Ratings. | Incremental increase per interim reporting period leading to overall 50% SB Subcontracting Goals | Demonstrated a good-faith effort in accordance with FAR 19.705-7, 13 CFR 125.3(d)(3), to meet SB Subcontracting goals for a “Satisfactory” rating and Contractor efforts as noted in <b>Attachment J-5.B</b> . | Twice Annually reviewing Contractor reporting. | Positive: Higher CPAR or another contract performance assessment report rating based on meeting performance goals. |

# ATTACHMENT J-5.A CONTRACTOR ENGAGEMENT PBA EVALUATION PROGRAM RATINGS

## J-5.A.1 Definition of Contractor Engagement

Contractor Engagement is defined as the Contractor's continual involvement within the Master Contract as measured and assessed by the stated *Participation* and *Production Standards*: submitting responsible Task Order Proposals and winning Task Order Awards, respectively. Contractor Engagement is a critical Performance-Based Acquisition (PBA) contractual requirement and an evaluated critical performance assessment element throughout the entire Base term and Option periods of this Master Contract.

The Contractor's total Proposal submission count, *Participation*, and Total Dollar Value (defined below) from Task Order awards, *Production*, will be continually monitored, annually assessed and rated as a performance standard under the Contract Engagement PBA evaluation element in the Government Contractor Performance Assessment Reporting System (CPARS) or another contract performance assessment report (hereafter Contract Performance Assessment Reporting System or another contract performance assessment report will be referred to as the "CPAR"). Those Contract Engagement CPAR evaluation Standards are described in this section, and their combined rating tables are outlined and explained within this *Attachment J-5.A*.

"Obligations" and "Commitments" definitions- Obligation of funds results from an awarded Task Order with bona fide needs existing during a given period. At time of award, it is initially and typically the first year's Base term; however, possibly less than or more than a full year term depending on the agency's appropriation category chosen to fund the Task Order). Obligations will require the Government to make payments to the Contractor during that period.

Commitment of funds, however, recognizes future transactions on a pre-obligation basis, typically the remaining unobligated years/periods of the Base Term and the Option term(s) at time of Task Order award. All Committed funds are not guaranteed to be expended for the Government's future purchase of services, e.g., exercising Task Order Options.

Total Dollar Value definition- For the exclusive purpose of the *Production* metrics, the Total Dollar Value (TDV) of a Task Order awarded to the Governmentwide Acquisition Contract (GWAC) Prime Contractor on the official award document, is defined as the estimated monetary value of the Base Task Order term plus all Task Order Option terms, if any, as indicated on the original award document as of the effective date of Task Order award. Therefore, TDV may include the sum of any combination of both Obligations and Commitments for purposes of crediting *Production* to the Contractor Engagement requirement.

Additional elements apply to this Contractor Engagement definition of TDV:

- (a) The potential estimated dollar value from the Option to Extend Services clause, Federal Acquisition Regulation (FAR) 52.217-8.
- (b) Funding Task Order Modifications to either obligate new funds or deobligate funds do not change TDVs that were indicated on the original award document.

As part of the Master Contract Performance Work Statement (PWS), the following terms and conditions shall apply.

## **J-5.A.2 Contractor Participation Through Proposal Submission**

*Participation* is a measured and assessed performance-based contract Outcome, as indicated in the *Attachment J-5, Performance Requirements Summary (PRS)* in conjunction with this Attachment.

Goals of *Participation*- The primary Goals of *Participation* in Contractor Engagement are (1) to provide federal agencies with prepared Contractor “Offers” [i.e., “Offer” as defined in Federal Acquisition Regulation (FAR) Section 2.101] in response to every Request for Proposal (RFP) [NOTE: for purposes of this Master Contract a “RFP” will be defined as a solicitation (as defined in FAR Section 2.101) under negotiated procedures, that requests the Contractor to respond to it with an “Offer” referred to as a “Proposal”], either sole sourced or competitively issued under the Master Contract so to help provide viable solutions to agencies’ integrated IT services requirements, and (2) to promote, provide, and ensure that those federal agencies employing the General Services Administration (GSA) GWAC are consistently receiving adequate competition in response to their RFPs.

Contractors submitting Proposals (*Participation*) in response to official RFPs, significantly contribute toward meeting Federal Government Procurement objectives not only by allowing for price competition, but also by offering high-quality IT services solutions and alternate solutions for the Government to consider in satisfying their expressed IT procurement requirements. The Government is seeking the best-value solution that can achieve that critical objective through competition generating multiple Contractor technical and price/cost Proposals.

### **J-5.A.2.1 Definition of Participation**

For purposes of Master Contract *Sections C.7.1* and *H.19* in conjunction with *Attachments J-5* and *J-5.A*, *Participation* is defined exclusively as the act of the Contractor submitting responsible, meaningful and viable technical and cost/price Proposals in response to an agency’s official Task Order RFP issued off of the Master Contract. Each Proposal submitted, including any Proposal revisions, will be counted as one *Participation* credit earned toward a single contract year. *Participation* credits will be earned when a Contractor’s Proposal is submitted in response to an agency’s:

- (a) Competitively solicited RFP.
- (b) Sole Source solicited RFP.
- (c) Multiphase/multi-step RFP.

#### **J-5.A.2.1.1 Participation Credit for Proposals under a Multiphase RFP**

Submitting a Proposal on an agency’s multiphase/multi-step RFPs can earn *Participation* Credit under all the following conditions:

- (a) The Contractor had responded to an agency’s official RFP, which included the selection procedures in the RFP indicating the multiphase evaluation approach, and
- (b) The Contractor provides verification to the GWAC Administrative Contracting Officer (ACO) of the multiphase RFP, Proposal, and down selection outcomes to support earning the *Participation* credit. *Participation* is credited on the date the agency states in their RFP (or amended RFP) as the due date or deadline for Government receipt of Contractor Proposals, and

- (c) A receipt of a Government advisory notice stating the Contractor was not considered as a viable Offeror for an award, and advising the Contractor not to participate in subsequent phases, or
- (d) A notification of a Government-initiated down-selection that resulted in the exclusion of the Contractor from further consideration within the RFP for a Task Order in advance of subsequent phases prior to award.

**NOTICE:**

- (a) A Voluntary down selection situation is defined as a Contractor who makes its own decision to withdraw or exclude itself from further consideration. Therefore, a Voluntary down selection after phase/step one of the official RFP with a Government advisory notice (*as delineated in Section J-5.A.2.1.1(d)*), will be considered for *Participation* credit, beginning in the first contract year and continuing during subsequent contract years.
- (b) A Mandatory down selection situation is defined as a Contractor who is being excluded by the Government from further consideration. Therefore, a Mandatory down selection after phase/step one of the official RFP will be considered for *Participation* credit, beginning in the first contract year and continuing during subsequent contract years.
- (c) Additionally, there are other types of multiphase RFPs including an Advisory multi-step process, see FAR 15.202. In this scenario, the Government publishes a pre-solicitation notice that provides a general description of the scope or purpose of the Task Order and invites potential Offerors to submit information that allows the ordering agency to advise the Offerors about their potential to be viable competitors. The Government evaluates all responses and advises each respondent in writing either that it will be invited to participate in the resultant Task Order competition or, based on the contractor's information submitted, that it is unlikely to be a viable competitor. Regardless of the Government's advice, the Contractor may still participate in the resultant Task Order competition even when the Government's response is negative. Therefore, Offerors responding to a pre-solicitation notice (not to be confused with an official RFP containing a voluntary down-select, multi-step/phase) will not receive a *Participation* credit.

**J-5.A.2.1.2 Procurement Task Order Cancellation**

- (a) If a Task Order procurement is officially withdrawn or canceled before award for any reason beyond the Contractor's control subsequent to the Contractor's Proposal submission to the agency, *Participation* credit to the Contractor will remain. The Contractor must provide verification to the GWAC ACO.
- (b) If a Task Order is officially Terminated for Convenience after award, *Participation* credit originally earned by the Contractor will remain.

Contractor *Participation* reporting requirements are referenced in **Section G.20.1, GWAC Data Calls**.

*Participation* is a contractually mandatory annual requirement assessed and rated for each single contract year beginning on the Master Contract anniversary date of the Notice-to-proceed (NTP) issued after contract award. No other Contractor Activities, including all those listed below in **Section J-5.A.2.2**, shall fall under this Master Contract's specific definition for *Participation*.

The GSA GWAC Program will not reimburse the Contractor's Contractor Engagement costs for any Activities resulting or arising from *Participation* and *Production*.

Opportunity defined- GSA will occasionally refer to an agency's official RFP in this Master Contract as well as throughout their public communications using various forms of media as a Government procurement "opportunity" for a Contractor to respond to by submitting a Proposal. Therefore, the term Opportunity or Opportunities is used interchangeably with a Task Order issuing agency's (or agencies') official RFP(s) in this context.

### **J-5.A.2.2 Definition of What Is Not Participation**

While many other types of focused Contractor actions, activities, processes, and transactional services mentioned below may be required by the Contractor toward ultimately achieving *Participation* critical standards, they are not considered measurable performance-based contract Outcomes or *Participation* for purposes of *Participation* Credit. Thus, they are not performance rated elements for the Master Contract.

What is not *Participation*– *Participation* in Contractor Engagement, as defined in this Master Contract, does not include Contractor activities, listed below, for purposes of crediting or assessing required performance *Participation Standards*.

- (a) Responding to an agency's Request for Information (RFI), Request for Quote (RFQ) or Draft RFPs, including providing the Government with any response to RFI questions to industry, Contractor Capability Statements or Rough Order of Magnitude (ROM) submissions for purposes of an agency RFI.

**NOTE:** Any RFI, including an RFI requesting capability statements, an RFI requesting a ROM, or any combination of requests as part of the RFI are agency market research techniques to help refine the Government's requirement prior to soliciting for a given Task Order. Therefore, these contractor submissions to RFIs are not considered Proposal responses to official RFPs.

- (b) Reviewing/Studying agency Task Order RFPs.
- (c) Any investment of company resources into Capture Management activities, including the creation of Bid & Proposals.
- (d) Subcontracting/teaming with other GWAC Contractors who are awarded Task Orders because *Participation* credit is exclusively considered with the awarded prime contractor.
- (e) Leading potential agency clients' IT services procurement requirements to the GSA GWAC Program.
- (f) All marketing and sales activities expended to promote the GWAC Program, such as:
  - (1) Creating and implementing GSA GWAC marketing campaigns.
  - (2) Building relationships with potential agency clients.
  - (3) Driving potential agency client demand to the GSA GWAC vehicle.
  - (4) Tradeshow attendance promoting GSA GWAC vehicle.
  - (5) Attending GSA Customer Outreach meetings and conferences.
  - (6) Training Contractor company personnel to market GSA GWAC.
  - (7) All other Contractor marketing activities for the GSA GWAC.
- (g) Contractor employee personnel attending various GSA sponsored seminars/webinars on GSA GWAC Program topics or attending non-government training programs.

- (h) Registering, attending and/or working in collaborative Government-Contractor working groups to improve and facilitate GSA GWAC program performance.
- (i) Attending or contributing to any GSA GWAC related Special Industry Groups or Shared Interest Groups (SIGs).
- (j) Complying with any requirement listed under **Section F.7.2, Non-Performance-based Acquisition Deliverables**, including responding to GSA reporting ad hoc data calls.
- (k) Unsolicited sole source bid, Proposal, or capability statement.
- (l) Any other Contractor Activities not mentioned above which are performed prior to submitting a Proposal in response to an agency official RFP under this Master Contract.

Consequently, should the Contractor not achieve the annual *Participation Standards* within the given Acceptable Quality Levels (AQLs), the Government will not consider merely engaging in any of the activities noted in the above list of *What is not Participation* as an acceptable level of performance in lieu of satisfactorily meeting the terms of the Contractor Engagement requirements of the Master Contract.

### **J-5.A.2.3 Master Contract Participation Requirement for Number of Annual Proposal Submissions**

The performance standard for *Participation* establishes the performance level required by the Government. The Standard for *Participation* is three (3) technical/price Proposals submitted per contract year. Therefore, the Contractor shall *Participate* in the Master Contract's Task Order Proposal process by submitting a minimum of three (3) technical/price Proposals, or by submitting a minimum of ten percent (10%) of all agency Task Order Opportunities, whichever figure is lower, per Contract Year. When applying *Production* dollars earned from Task Order awards into the combined *Participation* and *Production* evaluated ratings, however, AQLs may affect the minimum number of Proposals required in a single contract year, always three or higher [i.e., after Contract Year 1 and assuming at least thirty (30) Task Order Opportunities in the respective contract year], in order for the Contractor to earn a minimum of a Satisfactory performance rating. (*See Attachment J-5*).

As an example, when the Standard number of Proposals might be reduced from the required ten percent of Opportunities: If there are 50 official RFPs competitively offered via Fair Opportunity to the Alliant 3 Contractors in Year X, calculate  $10\% \times 50 = 5$  Proposals. Because only a minimum of three Proposals is required, and three is less than five Proposals (or 10%), three becomes that single contract year Proposal requirement.

Conversely, as an example, if there are only 20 RFPs in Year Y, calculate  $10\% \times 20 = 2$  Proposals. Therefore, because 10% is less than three in this scenario, a minimum of 2 Proposals becomes the single contract year Offer/Quote Contractor requirement.

Participation is an Annually Recurring Standard- *Participation* performed in earlier Master Contract years at any number above the minimum number required cannot overflow so to be counted as *Participation* in future Contract years. *Participation* is always reset to zero annually on the first day of the succeeding contract year anniversary date of NTP. Thus, if the Contractor engages in submitting more than the minimum number of Proposals required in one year, the number of Proposals submitted above the previous year's required minimum number will not flow over as a *Participation* credit into the following year.

Acceptable Quality Levels for Participation- The AQL establishes a maximum allowable variation from the performance standard. Although the performance standard does not change for *Participation*, the AQL does change based upon the Contractor's performance in meeting or exceeding the given *Production Standards* for the respective contract year. Therefore, AQLs will ultimately determine the adjusted minimum number of annual Proposals required in a single contract year (i.e., any contract year after Contract Year 1) to earn a favorable rating (Satisfactory, Very Good or Excellent) to a number of three or above.

Additionally, should conditions outside the control of the GSA GWAC Program impact the Contractor, such as the IT federal marketplace negatively changes resulting in Opportunities dropping below the 10 percent threshold in any single year, the following Terms and Conditions will apply:

- If 20 - 29 Opportunities:, RFPs competitively offered in a single contract year shall require a minimum of two Proposals in that contract year.
- If 10 - 19 Opportunities: RFPs competitively offered in a single contract year shall require a minimum of one Proposal in that contract year.
- If less than 10 Opportunities: RFPs competitively offered in a single contract year will not require any minimum number of Proposals in that contract year.

The AQLs for Contractor Engagement are detailed in this *Attachment J-5.A*.

Timing of Crediting Participation- *Participation* is credited on the date the agency states in their RFP (or amended RFP) as the due date or deadline for Government receipt of Contractor Proposals.

### **J-5.A.3 Contractor Production through Task Order Awards**

*Production* is contractually a mandatory measured and assessed performance-based contract desired Outcome, as detailed in this Master Contract.

#### **J-5.A.3.1 Definition of Production**

For purposes of Master Contract *Section H.19* and this *Attachment J-5.A*, *Production* is TDV, as defined in *Section J-5.A.1*, of a GWAC Prime Contractor's awarded Task Orders based upon the award date of the individual Task Order.

*Production* is credited as a result of a Contractor winning Task Order award(s) based on its Proposal submission(s) made with agency acceptance and executed award in response to the agency IT requirements issued under this Master Contract. *Production* credit will be earned for a Contractor's winning Task Order(s) whether awarded in response to an agency's competitively solicited RFP or in response to an agency's Sole Source solicited RFP.

Modifications Do Not Change TDVs- Any Task Order Modifications issued subsequent to the originally awarded Task Order Effective Date will not be considered for crediting additional procurement dollars to the originally earned *Production* TDV. Alternatively, the affected dollar value from any Task Order Modifications issued subsequent to the Task Order Effective Date reducing the TDV, including a partial or full Task Order No-Cost Settlement Agreement, will not be debited from the originally earned *Production* TDV. And, the affected dollar value of any Task Order Option period(s) not exercised will not be debited from the originally earned *Production* TDV. In short, the original TDV noted as of the Effective Date of the Task Order original award document will not change as a result from any Modifications, with the exception of a Task Order Termination for Default as further mentioned below.

Timing of Crediting *Production*- *Production* is credited subsequent to the Task Order award date.

*Production* dollars shall not be considered or credited to the Contractor's performance under any of the following conditions:

- (a) On any Day Outside the Single Contract Year the Task Order Award is Executed - For example, if the third single contract year's final day is April 30th and the Task Order award is executed on May 1st, *Production* will not be credited to Contract Year Three; however, it will be credited to the 4th contract year.
- (b) On any Day During the Agency's Pre-award Phase or Prior to the Official Executed Award Date of the Task Order - For example, any type of written or oral apparent successful Offeror notice will not be considered as an executed award.
- (c) Post Award Protest Disposition Rescinding Contractor's Award – Should the Contractor initially win the award and resulting *Production* credit but the award is subsequently rescinded pursuant to a post-award Protest decision, the credit originally granted for *Production* will be subsequently removed (*Participation* credit, however, would remain). However, the Contractor will get the *Production* credit back in the event a Post Award Protest disposition results in a decision that reinstates the Task Order issuing agency's initial award decision in favor of the protested Contractor.

In the event that any Task Order that is subsequently canceled by a Termination for Default from the issuing agency, *Production* will be removed. Thus, the TDV will be subtracted from the Contractor's cumulative *Production* value. *Participation* credit originally earned for submitting the Proposal, however, will not be removed, and therefore remain a *Participation* credit under the contract year earned.

### **J-5.A.3.2 Minimum Number of Task Orders to Achieve the Cumulative Production Standard**

*Production* is a Cumulative Standard from Contract Year to Contract Year- *Production* is a cumulative Contractor Engagement measurement. Unlike *Participation*, *Production* is not reset to zero annually; however, there are minimum performance-based Standards set annually. Those annual Standards are cumulative *Production Standards*, which includes all prior year *Production* values gained from previously awarded Task Orders, if any.

Minimum Number of Task Orders Required- The Contractor must be awarded a minimum of one Task Order, or more depending on the value of the Task Order(s), in order to meet or exceed the required awarded TDV *Production Standards* of Task Orders stated below. As illustrated below,

there are no Performance Based Acquisition (PBA) standards set for the number of Task Order awards beyond winning one award, beginning in Contract Year Two.

The *Production Standards* are set for each single contract year as a cumulative figure in terms of TDV obligated and committed (inclusive of Option terms).

Although Contract Year One of the Base term has an AQL of zero dollars, *Production Standards* are established for purposes of earning more favorable CPAR or another contract performance assessment report ratings. It is acceptable for the Contractor to win as many or as few Task Order awards over the term of the Master Contract as needed to meet the cumulative *Production Standards* with the conditions that the Contractor (1) meet the minimum *Participation Standards* for each single contract year that correlates with the accompanying earned *Production* value, and (2) each individual Task Order TDV is greater than the Simplified Acquisition Threshold (SAT), as defined in FAR Section 2.101.

**J-5.A.3.3 Production Standards by Contract Year**

The following performance-based requirements are the Government’s annual *Production Standards* presented on a cumulative basis. For example, in Contract Year Four, \$10 million in *Production* represents a summation of 48 months of Task Order awards. It does not represent the total *Production Standard* for the single contract year number four. There are no PBA standards set for the number of Task Order awards above one award beginning in Contract Year Two.

**Cumulative Production Standards**

*Table 16 - CY1-5 Production Standards*

| Master Contract Base Term Years | Required Dollars | Minimum Total # of TOs |
|---------------------------------|------------------|------------------------|
| 1                               | \$0              | 0                      |
| 2                               | \$3,000,000      | 1                      |
| 3                               | \$6,000,000      | 1                      |
| 4                               | \$10,000,000     | 1                      |
| 5                               | \$15,000,000     | 1                      |

**Table 17 - CY6-10 Production Standards**

| Master Contract Option Term Years | Required Dollars | Minimum Total # of TOs (Cumulative) |
|-----------------------------------|------------------|-------------------------------------|
| 6                                 | \$21,000,000     | 1                                   |
| 7                                 | \$28,000,000     | 1                                   |
| 8                                 | \$36,000,000     | 1                                   |
| 9                                 | \$45,000,000     | 1                                   |
| 10                                | \$55,000,000     | 1                                   |

Attaining cumulative *Production Standards* alone does not ensure an acceptable performance for the Contractor Engagement PBA requirement. Each year’s *Production Standard* has a corresponding performance-based combined *Participation/Production* AQL dependent upon the number of Offers submitted, as detailed and depicted in the Performance Rating Tables contained in **Section J-5.A.8** in this **Attachment J-5.A**. Summary of Contract Year *Production* AQLs is as follows:

- (a) 12 Months of Total *Production* after NTP Date, which is the Master Contract Start Date subsequent to the Award Date, or the resolution of protests, whichever is later.

Starting from the NTP Date of the Master Contract through the end of the first contract year, there are no minimum number of Task Order awards required, and accordingly there are no mandatorily required *Production* dollar Standards set. However, in order to earn a better than Satisfactory CPAR or another contract performance assessment report rating for the first year, a Contractor must be awarded One Task Order of \$10 million or greater TDV or submit a combination of more Proposals at varying TDV *Production* levels below \$10 million as delineated in the Performance Rating Table (*see Figure 9*) for Contract Year 1.

- (b) 24 Months of Total *Production* after Contract NTP Date.

Starting from the NTP Date of the Master Contract through the end of the second contract year, a minimum of One Task Order should have been awarded to the Contractor. Additionally, the Contractor must obtain a minimum awarded value of \$3 million TDV from one or more Task Orders within the first 24 months following contract NTP Date.

- (c) 36 Months of Total *Production* after Contract NTP Date.

A minimum value of \$6 million TDV from one or more Task Orders within the first three-years of the Master Contract base term.

(d) 48 Months of Total *Production* after Contract NTP Date.

A minimum value of \$10 million TDV from one or more Task Orders within the first four-years of the Master Contract base term.

(e) 60 Months of Total *Production* after Contract NTP Date (Conclusion of Base Contract Term).

A minimum value of \$15 million TDV from one or more Task Orders within the first five-years of the Master Contract base term.

(f) 72 Months of Total *Production* after Contract NTP Date (First Year of Option Contract Term).

A minimum value of \$21 million TDV from one or more Task Orders within the first year of the Master Contract option term.

(g) 84 Months of Total *Production* after Contract NTP Date.

A minimum value of \$28 million TDV from one or more Task Orders within the second year of the Master Contract option term.

(h) 96 Months of Total *Production* after Contract NTP Date.

A minimum value of \$36 million TDV from one or more Task Orders within the third year of the Master Contract option term.

(i) 108 Months of Total *Production* after Contract NTP Date.

A minimum value of \$45 million TDV from one or more Task Orders within the fourth year of the Master Contract option term.

(j) 120 Months of Total *Production* after Contract NTP Date (Conclusion of Option Contract Term).

A minimum value of \$55 million TDV from one or more Task Orders within the fifth year of the Master Contract option term.

After Contract Year 1, the annual minimum *Participation* AQL is always three (3) Proposals (unless there are less than 30 opportunities), with each Proposal being submitted for a separate and distinct RFP.

No Exceptions provided to the cumulative *Production Standards*- The minimum annual *Production Standards* are firmly set as stated above and do not change for any single contract year unless through contract Modification, which would only be considered by the GSA GWAC PCO under conditions of unforeseeable changes in the federal IT marketplace. (*See Attachment*

***J-5.A.5, Additional Terms and Conditions for Changes to Contractor Engagement Standards and AQLS for details).***

Annually established *Production Standards* include an AQL for specified contract years that allows the Contractor to earn an acceptable performance rating (Satisfactory or higher) when minimum dollar value Standards are not achieved if *Participation* credits earned meet or exceed the standards. The combination of *Production* and *Participation* AQLs changes contract year to contract year; therefore, this scenario does not apply to every contract year.

**J-5.A.4 Annual Rating Assessments and Performance Status Determinations****J-5.A.4.1 Annual Rating Assessments**

Each single contract year begins exactly on the NTP anniversary date and is a full 12 months in length ending when the next contract year of the Master Contract begins. The Master Contract NTP anniversary date is not the beginning date of the Government fiscal year, Contractor fiscal year, or the calendar year [i.e., unless by total coincidence].

Adjectival Rating Descriptions- There are six adjectival ratings established, which includes two possible Performance status levels given with Marginal ratings. One of the following six adjectival ratings is periodically assigned to the Contractor based on the Contractor's performance under the Contractor Engagement PBA requirement.

- (a) Satisfactory- Performance meets contractual Contractor Engagement requirements and might exceed some to the Government's benefit with no significant weakness identified. The Contractor performed well and meets contractual requirements. The GSA considers a contractor assessed as Satisfactory to be in good standing under the Master Contract.
- (b) Very Good- Performance meets contractual Contractor Engagement requirements and exceeds some to the Government's benefit with no significant weaknesses identified.
- (c) Excellent- Performance meets contractual Contractor Engagement requirements and exceeds to the highest level for the Government's benefit with no weaknesses identified.
- (d) Marginal in a Performing Status- Performance does not meet an acceptable level of contractual Contractor Engagement requirements and recovery might be likely in a timely manner. This rating reflects a performance problem and requires a Government approved Corrective Action Plan (CAP).
- (e) Marginal in a Non-Performing Status- Performance does not meet an acceptable level of contractual Contractor Engagement requirements and recovery is not likely in a timely manner. This rating reflects a serious performance problem. The Contractor's proposed corrective actions appear ineffective, or were not fully implemented, or did not meet requirements as indicated in the *Definition of a Contractor in a Non-Performing status*. Further corrective actions may no longer be made available to the Contractor.
- (f) Unsatisfactory- Performance does not meet any level of contractual Contractor Engagement requirements and recovery is no longer possible.

Each contract year is assessed independently from the previous contract year if the Contractor's rating was a Satisfactory, Very Good or Excellent; thus, those three favorable ratings can change only once per year, if warranted. However, Performance status on a Marginal rating can change

to a higher or lower level at any time within the current or subsequent contract year, depending on the progress or regress of the Contractor's monitored performance.

Initial ratings for the Contractor's performance level and Performance Status for a completed single contract year is expected to be determined by the GSA GWAC ACO within 30 days into the subsequent contract year. The GWAC ACO will notify the Contractor as soon as practicable if an unfavorable Marginal or Unsatisfactory rating is initially assessed. Additionally, final performance ratings for each contract year is expected to be entered into the CPAR or another contract performance assessment report annually under the Master Contract's Contractor Engagement evaluation element within 120 days into the subsequent contract year.

#### **J-5.A.4.2 Definition of a Contractor in a Performing Status**

When the Contractor meets or exceeds the minimum combination of *Participation* and *Production Standards* earning a Satisfactory or higher rating within the stated time frames, the Government determines the Contractor to be in a Performing status for that contract year. There are terms and conditions indicated in this *Attachment J-5.A*, where a Contractor receiving a Marginal rating is determined to be either (a) Marginal in a Performing status or (b) a Marginal in a Non-Performing status.

#### **J-5.A.4.3 Definition of a Contractor in a Non-Performing Status**

Unsatisfactory- When the Contractor does not meet the minimum combination of *Participation* and Task Order *Production* performance-based requirements Standards within the acceptable AQL resulting in earning an Unsatisfactory rating within the stated time frames commencing twelve (12) months from the NTP Date and annually thereafter, the Government determines the Contractor to be in a Non-Performing status. An Unsatisfactory rating is always considered a rating in a Non-Performing status.

Marginal/Non-Performing- When the Contractor does not meet the minimum combination of *Participation* and Task Order *Production* performance-based requirements Standards within the acceptable AQL plus additional conditions detailed in this *Attachment J-5.A* resulting in a Marginal rating at any time within a single contract year, the Government determines the Contractor to be in a Marginal Nonperforming status in that contract year.

#### **J-5.A.4.4 Contract Remedies For Contractor Engagement**

Should the Government rate the Contractor below the set AQL, i.e., Unsatisfactory or Marginal, for any single contract year, Government Contract remedies will be invoked in accordance with this Master Contract.

#### **J-5.A.5 Additional Terms and Conditions for Changes to Contractor Engagement Standards and Acceptable Quality Levels (AQL)**

At any time during the term of the Master Contract, the GSA GWAC PCO may consider downwardly adjusting the Standards and/or AQLs for any part of the Contractor Engagement requirements in the event that unforeseeable changes to the federal IT marketplace detrimentally affect the marketability of this Master Contract to GSA's client federal agencies.

If the GSA GWAC PCO determines that a change is in the best interest of the Government to appropriately relax any of the PBA requirements, a unilateral contract Modification will be issued to all prime contractors under the Master Contract, adjusting the Standards and/or AQLs of *Participation* and/or *Production*. Changes to the Contractor Engagement requirement will not be considered based upon individual preferences of the Contractor or group preferences of the contractors under this Master Contract.

### **J-5.A.6 Contractor Engagement Summary**

Contractor Engagement is a contractually mandatory PBA requirement incorporated into the Performance Work Statement (*see Section C.7.1*) of the Master Contract with the overall objective of providing Task Order issuing agencies with a set of contractors that is incentivized to consistently remain engaged and responsive to their IT service needs. This in turn contributes to the overall achievement of the agency's federal acquisition standards and goals.

There are many other needed processes, actions and implementation factors (including inputs, activities, and outputs), which may be taken by the Contractor prior to attaining contractually defined *Participation* and *Production* outputs, such as responding to RFIs and other various activities listed under *Section J-5.A.2.2*. The Government does not mandate what activities in which the Contractor should invest and does not specify how the Contractor should reach the Government's desired end-results because Contractor Engagement is a performance-based acquisition requirement. Although many of those other Activities are considered important steps necessary to ultimately achieve the mandatory *Participation* and *Production Standards* via submitting responsible Proposals and winning one or more Task Order awards, those other activities are not considered measurable activities in terms of Contractor Engagement performance-based contract outcomes.

### **J-5.A.7 Performance Ratings and Government Remedies**

*Section J-5.A.7* applies exclusively to the Contractor Engagement critical PBA element and describes the performance ratings to be determined by the GSA Government Contracting Officer in two separate sections, a narrative description and a table-format depiction. Adjectival ratings levels are identical in both the narrative and table sections. Those ratings will also serve as GSA's procedure for issuing the respective annual Interim and Final performance ratings. For any Task Orders awarded off the Master Contract, CPAR ratings are independently and individually produced by the agency that issued the Task Order.

All Satisfactory, Very Good, and Excellent ratings issued are annually assessed ratings and can change or remain the same from contract year to contract year. For example, ratings can rise should performance improve from a Marginal rating in a Performing status up to a Satisfactory or higher rating in a Performing status; or conversely, ratings can fall should performance diminish from any rating between Excellent in a Performing status down to an Unsatisfactory in a Non-Performing status. However, should an Unsatisfactory be issued for any single contract year, specifically in this evaluation element, on any year during the entire term of this Master Contract, it will result in a conclusive rating of Unsatisfactory for performance on the GSA Master Contract, independent from any open or closed Task Orders that previously may have been issued.

### **J-5.A.7.1 Narrative Description Of Contractor Outcomes**

**SATISFACTORY, VERY GOOD OR EXCELLENT OUTCOME:** When the Contractor meets or exceeds the minimum combination of *Participation* and Task Order *Production* performance-based requirements Standards earning a Satisfactory or higher rating within the stated time frames, the Contractor is determined to be in a Performing status for the single contract year assessed and rated. Satisfactory is always considered an acceptable rating.

**UNSATISFACTORY OR MARGINAL OUTCOME:** Should the Government rate the Contractor to be (1) Unsatisfactory, or (2) Marginal/Performing, or (3) Marginal/Nonperforming as determined by the GSA audit *Participation* and *Production* review, Government Contract Remedies will be invoked in accordance with one of the following actions:

#### **Performing and Nonperforming Status Determinations:**

- (a) Any performance-based rating equal to or above a Satisfactory level is determined to be in a Performing status. A contractor in a Performing status at these levels is meeting or exceeding Government Contractor Engagement performance requirements for the contract year assessed. The Government considers that a Satisfactory rating is an acceptable and favorable rating to earn.
- (b) Any performance-based rating at Marginal will be determined as either a Contractor in a Performing status or a Non-Performing status depending upon the conditions mentioned below. Therefore, a Marginal rating might result in the Government's enforcement of Contract Remedies.
  - (1) A Marginally rated Contractor in a Performing status shall be required to produce an acceptable CAP to the GSA GWAC ACO within 30 calendar days of ACO notification. If the Contractor is determined to be Marginal in the Contractor Engagement evaluation element, receiving a Marginal rating for the first time in any single contract year among any of the single contract years within the entire Base and Option term of the Master Contract, it will be initially considered a Contractor in a Performing status, e.g., Marginal in a Performing status. The Contractor will be monitored and evaluated periodically at a higher frequency, more than once within the single contract year, until the deficiency is resolved per the Government approved CAP, and the Contractor's rating reaches a minimum performance level of Satisfactory.
  - (2) The Contractor rated Marginal in a Performing status might be converted down to a Marginal in a Non-Performing status at any time within a single contract year if triggered by any of the following conditions:
    - (i) Not submitting an acceptable CAP within 30 calendar days of ACO notification.
    - (ii) Not diligently performing according to the Government approved CAP.
    - (iii) Earning a Marginal rating for any two consecutive contract years during the Base and/or Optional term of the Master Contract.

Any single one of the above three conditions will immediately render the Contractor to be rated as a Marginal in a Non-Performing status prior to a scheduled year-end rating period.

A Marginal in a Non-Performing status can change at any time within a single contract year to a Marginal in a Performing status, and vice versa.

Should the Contractor remain with a rating of Marginal in a Non-Performing status for any more than three to six months depending on the GSA GWAC PCO/ACO's determination, the Government will invoke Contract Remedies in accordance with those rated under an Unsatisfactory rating.

Any performance-based rating of Unsatisfactory is ultimately a final rating regardless of which single contract year assessed. All previous contract years' higher performance ratings are not a mitigating factor for Government consideration if the Contractor earns an Unsatisfactory rating in the Contractor Engagement element for the most currently evaluated contract year. Additionally, all previous and current years' CPAR or another contract performance assessment report ratings in all other evaluated elements are not a mitigating factor for Government consideration if the Contractor earns an Unsatisfactory rating in the Contractor Engagement element for the most currently evaluated contract year. Consequently, an Unsatisfactory rating may result in the Government's strict and immediate enforcement of Contract Remedies. Therefore, the Government will consider and treat any Unsatisfactory rating issued in the Contractor Engagement critical evaluation element as the rating of performance for the GSA GWAC Master Contract.

### **Contract Remedies at Unsatisfactory and Marginal Ratings:**

#### Unsatisfactory Performance Rating in Contractor Engagement

**Termination of the Alliant 3 Base Contract** - The Government will initiate Contractor Termination for Default of the Master Contract in accordance with FAR 49.4, and the Government will rate the Contractor accordingly on the CPAR or another contract performance assessment report pursuant to this *Attachment J-5.A*. No settlement costs arising out of the Termination for Default will be considered by the Government.

#### Marginal Performance Rating in Contractor Engagement

(a) Marginal: Performing Status

**Deficiency Notice/CAP Request** - Government will issue a Deficiency Notice to the Contractor and request a CAP allowing for the resolution/cure of the Deficiency. For the CAP to be considered valid, the Government must accept and approve it. (The Government is not required to approve the CAP if the plan is not acceptable or in the Government's best interest.) Additionally, the Government will rate the Contractor accordingly on CPAR or another contract performance assessment report pursuant to this *Attachment J-5.A*.

(b) Marginal: Nonperforming Status

**Delinquency Notice and/or Termination of the Base Contract** - Government might issue a Cure or Show Cause Notice, FAR 49.6, and/or proceed directly to Contractor Termination for Default of the Master Contract in accordance with FAR 49.4, unless (a) the Contractor Cures the deficiency, or (b) the Contractor requests a mutual cancellation of the contract, FAR 49.109-4 No-cost settlement through a Termination for Convenience, and the Government accepts it. The Government will rate the Contractor accordingly on the CPAR or another contract performance assessment report pursuant to this *Attachment J-5.A*. **NOTICE:** The Government does not pay settlement costs to a Contractor arising out of the Termination for Default.

### **J-5.A.7.2 Determination Of Ratings Based Upon Contractor Outcomes**

Beginning 12 months from the NTP Date of the Master Contract and continuing a minimum of once per contract year including the Base term and all Option years, the Government will evaluate the Contractor's *Participation* and *Production* activity based upon contract year Outcomes, as defined in *Attachment J-5*.

#### **Ratings Equal to Or Greater than Satisfactory**

When the Contractor meets or exceeds Standards established within this *Attachment J-5.A* in the single contract year assessed, the Contractor is in a favorable standing as a Performing Contractor on the Master Contract for that single year assessed and rated.

#### **Ratings at Marginal and Unsatisfactory**

The following Marginal and Unsatisfactory ratings will be determined under the following possible Contractor Outcomes, and remedies will be invoked in accordance with Master Contract *Attachment J-5*.

#### **Contract Year One - 12 Months after NTP Date**

(Based upon 10 or more Opportunities for the Contractor to submit Proposals exclusively to the first contract year of the Master Contract).

Meeting *Participation Standards* are mandatorily required for every single contract year; however, during the first contract year, AQLs are significantly lower during those initial 12-months following the NTP Date. In fact, the submission of only one Proposal considering the AQLs will result in no less than a Satisfactory performance rating for the initial contract year.

Winning Task Order awards is not mandatorily required during the first 12-months after the NTP Date.

#### **Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

Unsatisfactory ratings will be waived by the Government exclusively for the Master Contract's first year's performance assessment. The Government will not provide for waivers of Unsatisfactory ratings for any subsequent years, including Contract Year Two through Contract Year Ten.

#### **Marginal Outcomes - Marginal Non-performance Rating**

Should the Contractor not achieve any level of *Participation* (No Proposals submitted) during the initial contract year.

Any Marginal rating designated in the first 12-months will be assessed as a Marginal in a Non-performing status in lieu of an Unsatisfactory rating. There are no Marginal ratings in a Performing status issued for the initial contract year. The initial contract year is the only condition in which these terms apply and will not apply to any other year.

#### **Contract Year Two - 24 Months after Master Contract NTP Date**

(Based upon 30 or more Opportunities for the Contractor to submit Proposals in this single contract year)

**Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.
- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$1 million in contract Total Dollar Value (TDV).
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, combined with a total *Production* that is less than \$3 million of contract TDV from total awarded Task Orders.

**Marginal Outcomes - Marginal Performance Rating**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is equal to or less than the SAT in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$3 million of contract TDV from total awarded Task Orders.
- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$1 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$3 million of contract TDV from total awarded Task Orders.

**Contract Year Three - 36 Months after Master Contract NTP Date**

(Based upon 30 or more Opportunities for the Contractor to submit Proposals in this single contract year)

**Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.
- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$3 million in contract TDV.
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* less than \$6 million of contract TDV from total awarded Task Orders.

**Marginal Outcomes - Marginal Performance Rating.**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is less than the \$1million in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$6 million of contract TDV from total awarded Task Orders.
- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$3 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$6 million of contract TDV from total awarded Task Orders.

**Contract Year Four - 48 Months After Master Contract NTP Date**

(Based upon 30 or more Opportunities for the Contractor to submit Proposals in this single contract year).

**Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.
- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$6 million in contract TDV.
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* less than \$10 million of contract TDV from total awarded Task Orders.

**Marginal Outcomes - Marginal Performance Rating**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is less than the \$3million in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$10 million of contract TDV from total awarded Task Orders.
- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$6 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$10 million of contract TDV from total awarded Task Orders.

**Contract Year Five - 60 Months after Contract NTP Date (End of Master Contract Term)**

(Based upon 30 or more Opportunities for the Contractor to submit Proposals in this single contract year)

**Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.
- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$10 million in contract TDV.
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* less than \$15 million of contract TDV from total awarded Task Orders.

**Marginal Outcomes - (Marginal Performance Rating)**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is less than the \$6 million in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$15 million of contract TDV from total awarded Task Orders.
- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$10 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$15 million of contract TDV from total awarded Task Orders.

If the Option Period is exercised, The following Marginal and Unsatisfactory ratings will be determined under the following possible Contractor Outcomes, and remedies will be invoked in accordance with Master Contract *Attachment J-5*.

**Contract Year Six - 72 Months after Contract NTP Date (Start of Option Master Contract Term)**

(Based upon 30 or more Opportunities for the Contractor to submit Proposals in this single contract year)

**Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.

- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$15 million in contract TDV.
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* less than \$21 million of contract TDV from total awarded Task Orders.

**Marginal Outcomes - (Marginal Performance Rating)**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is less than the \$10 million in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$21 million of contract TDV from total awarded Task Orders.
- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$15 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$21 million of contract TDV from total awarded Task Orders.

**Contract Year Seven - 84 Months after Contract NTP Date**

(Based upon 30 or more Opportunities for the Contractor to submit Proposals in this single contract year)

**Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.
- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$21 million in contract TDV.
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* less than \$28 million of contract TDV from total awarded Task Orders.

**Marginal Outcomes - (Marginal Performance Rating)**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is less than the \$15 million in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$28 million of contract TDV from total awarded Task Orders.

- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$21 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$28 million of contract TDV from total awarded Task Orders.

### **Contract Year Eight - 96 Months after Contract NTP Date**

(Based upon 30 or more Opportunities for the Contractor to submit Proposals in this single contract year)

#### **Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.
- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$28 million in contract TDV.
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* less than \$36 million of contract TDV from total awarded Task Orders.

#### **Marginal Outcomes - (Marginal Performance Rating)**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is less than the \$21 million in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$36 million of contract TDV from total awarded Task Orders.
- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$28 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$36 million of contract TDV from total awarded Task Orders.

### **Contract Year Nine - 108 Months after Contract NTP Date**

(Based upon 30 or more Opportunities for the Contractor to submit Proposals in this single contract year)

**Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.
- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$36 million in contract TDV.
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* less than \$45 million of contract TDV from total awarded Task Orders.

**Marginal Outcomes - (Marginal Performance Rating)**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is less than the \$28 million in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$45 million of contract TDV from total awarded Task Orders.
- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$36 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$45 million of contract TDV from total awarded Task Orders.

**Contract Year Ten - 120 Months after Contract NTP Date (End of Option Master Contract Term)**

(Based upon 30 or more Opportunities for the Contractor to submit Proposals in this single contract year)

**Unsatisfactory Outcomes - Unsatisfactory Performance Rating**

An Unsatisfactory rating is always considered a rating in a Non-Performing status and will be assigned under any of the following conditions:

- (a) Should the Contractor not achieve any level of annual *Participation* (No Proposals submitted) regardless of any total *Production* at any dollar value previously earned in earlier contract years from total awarded Task Orders.
- (b) Should the Contractor achieve a level of annual *Participation* that is below the required minimum, i.e., below three Proposals submitted, when the total *Production* is less than the \$45 million in contract TDV.
- (c) Should the Contractor achieve a level of annual *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* less than \$55 million of contract TDV from total awarded Task Orders.

**Marginal Outcomes - (Marginal Performance Rating)**

- (d) Should the Contractor achieve a level of annual *Participation* that is one or two more than the required minimum, i.e., four or five Proposals submitted, when total *Production* is less than the \$36 million in contract TDV.
- (e) Should the Contractor achieve a level of annual *Participation* that is equal to the required minimum, i.e., three Proposals submitted, resulting in total *Production* less than \$55 million of contract TDV from total awarded Task Orders.
- (f) Should the Contractor achieve a level of annual *Participation* that is one Proposal less than the required minimum, e.g., two Proposals submitted, resulting in total *Production* equal to or greater than \$45 million of contract TDV from total awarded Task Orders.
- (g) Should the Contractor achieve a level of *Participation* that is two Proposals less than the required minimum, i.e., only one Proposal submitted, resulting in total *Production* equal to or greater than \$55 million of contract TDV from total awarded Task Orders.

(End of Narrative Description Attachment J-5.A)

**J-5.A.8 Off-Ramp Tradeoff of Annual Production Standards**

Contractors that are deficient in achieving the annual *Production* amount as delineated in the Master Contract, ***Attachment J-5.A, Contractor Engagement PBA Evaluation Program Ratings***, are able to request an off-ramp forbearance, conditioned upon prior submission of either:

- (a) Three (3) Task Order Proposals containing subcontracting with either (or both) of the following small business socio-economic categories: Small Disadvantaged Business (SDB), and/or Women-Owned Small Business (WOSB).
- (b) Five (5) Task Order Proposals containing subcontracting with one or more of the following small business socio-economic categories: Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), Historically Underutilized Business Zone Small Business (HUBZone SB), SDB, and WOSB.)

No other small business categories will be accepted as replacements for those stated above. The granting of off-ramp forbearance has no effect on the annual Past Performance rating assigned to the contractor. For subsequent contract years with a deficient *Production* amount, the contractor may apply for additional periods of off-ramp forbearance under the above terms. In order to apply for this forbearance, the Prime Contractor must provide evidence of the above socioeconomic category subcontracts included in their Task Order Proposals submitted pursuant to the Master Contract.

The following criteria applies to the attached performance rating tables:

- (a) Tables- The Initial Contract Year number one is based on 10 or more Opportunities to submit Proposals. All subsequent contract years, two through ten, are based on 30 or more Opportunities to submit Proposals in a single contract year.
- (b) Ratings- Ratings from these tables will be entered into the annual CPAR or another contract performance assessment report in the "CONTRACTOR ENGAGEMENT" element for the respective year.
- (c) Contract Remedies- Only applies to "UNSATISFACTORY" and "MARGINAL" ratings in a Non-Performing status.

**ATTACHMENT J-5.A.8.1 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Initial Contract Year 1**

| Proposals | Contract Year 1   |                    |                     |                     |                     |           |
|-----------|---|--------------------|---------------------|---------------------|---------------------|-----------|
| 5+        | Very Good   | Very Good          | Excellent           | Excellent           | Excellent           | Excellent |
| 4         | Satisfactory  | Satisfactory       | Very Good           | Very Good           | Excellent           | Excellent |
| 3         | Satisfactory  | Satisfactory       | Very Good           | Very Good           | Very Good           | Excellent |
| 2         | Satisfactory  | Satisfactory       | Satisfactory        | Very Good           | Very Good           | Very Good |
| 1         | Satisfactory  | Satisfactory       | Satisfactory        | Satisfactory        | Satisfactory        | Very Good |
| 0         | Marginal  |                    |                     |                     |                     |           |
|           | \$0 to SAT  | > SAT to \$999,999 | \$1M to \$2,999,999 | \$3M to \$5,999,999 | \$6M to \$9,999,999 | \$10M+    |
|           | Total Production - No Minimum Number of Awards or Production Required for the initial Contract Year |                    |                     |                     |                     |           |

*Figure 9 - Contract Year 1 Engagement Ratings*

**ATTACHMENT J-5.A.8.2 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Contract Year 2**

| Proposals | Contract Year 2                   |                    |                     |                     |                     |              |
|-----------|-----------------------------------|--------------------|---------------------|---------------------|---------------------|--------------|
| 5+        | Marginal                          | Satisfactory       | Very Good           | Very Good           | Excellent           | Excellent    |
| 4         | Marginal                          | Satisfactory       | Satisfactory        | Very Good           | Very Good           | Excellent    |
| 3         | Marginal                          | Marginal           | Marginal            | Satisfactory        | Satisfactory        | Satisfactory |
| 2         | Unsatisfactory                    | Unsatisfactory     | Marginal            | Marginal            | Marginal            | Marginal     |
| 1         | Unsatisfactory                    | Unsatisfactory     | Unsatisfactory      | Marginal            | Marginal            | Marginal     |
| 0         | Unsatisfactory - No Participation |                    |                     |                     |                     |              |
|           | \$0 to SAT                        | > SAT to \$999,999 | \$1M to \$2,999,999 | \$3M to \$5,999,999 | \$6M to \$9,999,999 | \$10M+       |
|           | Total Production                  |                    |                     |                     |                     |              |

*Figure 10 - Contract Year 2 Engagement Ratings*

**ATTACHMENT J-5.A.8.3 PERFORMANCE RATING TABLE  
 Contractor Engagement  
 Contract Year 3**

| Proposals | Contract Year 3                   |                     |                     |                     |                       |              |
|-----------|-----------------------------------|---------------------|---------------------|---------------------|-----------------------|--------------|
| 5+        | Marginal                          | Satisfactory        | Very Good           | Very Good           | Excellent             | Excellent    |
| 4         | Marginal                          | Satisfactory        | Satisfactory        | Very Good           | Very Good             | Excellent    |
| 3         | Marginal                          | Marginal            | Marginal            | Satisfactory        | Satisfactory          | Satisfactory |
| 2         | Unsatisfactory                    | Unsatisfactory      | Marginal            | Marginal            | Marginal              | Marginal     |
| 1         | Unsatisfactory                    | Unsatisfactory      | Unsatisfactory      | Marginal            | Marginal              | Marginal     |
| 0         | Unsatisfactory - No Participation |                     |                     |                     |                       |              |
|           | \$0 to \$999,999                  | \$1M to \$2,999,999 | \$3M to \$5,999,999 | \$6M to \$9,999,999 | \$10M to \$14,999,999 | \$15M+       |
|           | Total Production                  |                     |                     |                     |                       |              |

*Figure 11 - Contract Year 3 Engagement Ratings*

**ATTACHMENT J-5.A.8.4 PERFORMANCE RATING TABLE  
 Contractor Engagement  
 Contract Year 4**

| Proposals | Contract Year 4                   |                     |                     |                       |                       |              |
|-----------|-----------------------------------|---------------------|---------------------|-----------------------|-----------------------|--------------|
| 5+        | Marginal                          | Satisfactory        | Very Good           | Very Good             | Excellent             | Excellent    |
| 4         | Marginal                          | Satisfactory        | Satisfactory        | Very Good             | Very Good             | Excellent    |
| 3         | Marginal                          | Marginal            | Marginal            | Satisfactory          | Satisfactory          | Satisfactory |
| 2         | Unsatisfactory                    | Unsatisfactory      | Marginal            | Marginal              | Marginal              | Marginal     |
| 1         | Unsatisfactory                    | Unsatisfactory      | Unsatisfactory      | Marginal              | Marginal              | Marginal     |
| 0         | Unsatisfactory - No Participation |                     |                     |                       |                       |              |
|           | \$0 to \$2,999,999                | \$3M to \$5,999,999 | \$6M to \$9,999,999 | \$10M to \$14,999,999 | \$15M to \$20,999,999 | \$21M+       |
|           | Total Production                  |                     |                     |                       |                       |              |

*Figure 12 - Contract Year 4 Engagement Ratings*

**ATTACHMENT J-5.A.8.5 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Contract Year 5**

| Proposals | Contract Year 5                   |                     |                       |                       |                       |              |
|-----------|-----------------------------------|---------------------|-----------------------|-----------------------|-----------------------|--------------|
| 5+        | Marginal                          | Satisfactory        | Very Good             | Very Good             | Excellent             | Excellent    |
| 4         | Marginal                          | Satisfactory        | Satisfactory          | Very Good             | Very Good             | Excellent    |
| 3         | Marginal                          | Marginal            | Marginal              | Satisfactory          | Satisfactory          | Satisfactory |
| 2         | Unsatisfactory                    | Unsatisfactory      | Marginal              | Marginal              | Marginal              | Marginal     |
| 1         | Unsatisfactory                    | Unsatisfactory      | Unsatisfactory        | Marginal              | Marginal              | Marginal     |
| 0         | Unsatisfactory - No Participation |                     |                       |                       |                       |              |
|           | \$0 to \$5,999,999                | \$6M to \$9,999,999 | \$10M to \$14,999,999 | \$15M to \$20,999,999 | \$21M to \$27,999,999 | \$28M+       |
|           | Total Production                  |                     |                       |                       |                       |              |

*Figure 13 - Contract Year 5 Engagement Ratings*

**ATTACHMENT J-5.A.8.6 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Option Contract Year 6**

| Proposals | Contract Year 6                   |                       |                       |                       |                       |              |
|-----------|-----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|--------------|
| 5+        | Marginal                          | Satisfactory          | Very Good             | Very Good             | Excellent             | Excellent    |
| 4         | Marginal                          | Satisfactory          | Satisfactory          | Very Good             | Very Good             | Excellent    |
| 3         | Marginal                          | Marginal              | Marginal              | Satisfactory          | Satisfactory          | Satisfactory |
| 2         | Unsatisfactory                    | Unsatisfactory        | Marginal              | Marginal              | Marginal              | Marginal     |
| 1         | Unsatisfactory                    | Unsatisfactory        | Unsatisfactory        | Marginal              | Marginal              | Marginal     |
| 0         | Unsatisfactory - No Participation |                       |                       |                       |                       |              |
|           | \$0 to \$9,999,999                | \$10M to \$14,999,999 | \$15M to \$20,999,999 | \$21M to \$27,999,999 | \$28M to \$35,999,999 | \$36M+       |
|           | Total Production                  |                       |                       |                       |                       |              |

*Figure 14 - Contract Year 6 Engagement Ratings*

**ATTACHMENT J-5.A.8.7 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Option Contract Year 7**

| Proposals | Contract Year 7                   |                       |                       |                       |                       |              |
|-----------|-----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|--------------|
| 5+        | Marginal                          | Satisfactory          | Very Good             | Very Good             | Excellent             | Excellent    |
| 4         | Marginal                          | Satisfactory          | Satisfactory          | Very Good             | Very Good             | Excellent    |
| 3         | Marginal                          | Marginal              | Marginal              | Satisfactory          | Satisfactory          | Satisfactory |
| 2         | Unsatisfactory                    | Unsatisfactory        | Marginal              | Marginal              | Marginal              | Marginal     |
| 1         | Unsatisfactory                    | Unsatisfactory        | Unsatisfactory        | Marginal              | Marginal              | Marginal     |
| 0         | Unsatisfactory - No Participation |                       |                       |                       |                       |              |
|           | \$0 to \$14,999,999               | \$15M to \$20,999,999 | \$21M to \$27,999,999 | \$28M to \$35,999,999 | \$36M to \$44,999,999 | \$45M+       |
|           | Total Production                  |                       |                       |                       |                       |              |

*Figure 15 - Contract Year 7 Engagement Ratings*

**ATTACHMENT J-5.A.8.8 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Option Contract Year 8**

| Proposals | Contract Year 8                   |                       |                       |                       |                       |              |
|-----------|-----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|--------------|
| 5+        | Marginal                          | Satisfactory          | Very Good             | Very Good             | Excellent             | Excellent    |
| 4         | Marginal                          | Satisfactory          | Satisfactory          | Very Good             | Very Good             | Excellent    |
| 3         | Marginal                          | Marginal              | Marginal              | Satisfactory          | Satisfactory          | Satisfactory |
| 2         | Unsatisfactory                    | Unsatisfactory        | Marginal              | Marginal              | Marginal              | Marginal     |
| 1         | Unsatisfactory                    | Unsatisfactory        | Unsatisfactory        | Marginal              | Marginal              | Marginal     |
| 0         | Unsatisfactory - No Participation |                       |                       |                       |                       |              |
|           | \$0 to \$20,999,999               | \$21M to \$27,999,999 | \$28M to \$35,999,999 | \$36M to \$44,999,999 | \$45M to \$54,999,999 | \$55M+       |
|           | Total Production                  |                       |                       |                       |                       |              |

*Figure 16 - Contract Year 8 Engagement Ratings*

**ATTACHMENT J-5.A.8.9 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Option Contract Year 9**

| Proposals | Contract Year 9                   |                       |                       |                       |                       |              |
|-----------|-----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|--------------|
| 5+        | Marginal                          | Satisfactory          | Very Good             | Very Good             | Excellent             | Excellent    |
| 4         | Marginal                          | Satisfactory          | Satisfactory          | Very Good             | Very Good             | Excellent    |
| 3         | Marginal                          | Marginal              | Marginal              | Satisfactory          | Satisfactory          | Satisfactory |
| 2         | Unsatisfactory                    | Unsatisfactory        | Marginal              | Marginal              | Marginal              | Marginal     |
| 1         | Unsatisfactory                    | Unsatisfactory        | Unsatisfactory        | Marginal              | Marginal              | Marginal     |
| 0         | Unsatisfactory - No Participation |                       |                       |                       |                       |              |
|           | \$0 to \$27,999,999               | \$28M to \$35,999,999 | \$36M to \$44,999,999 | \$45M to \$54,999,999 | \$55M to \$65,999,999 | \$66M+       |
|           | Total Production                  |                       |                       |                       |                       |              |

*Figure 17- Contract Year 9 Engagement Ratings*

**ATTACHMENT J-5.A.8.10 PERFORMANCE RATING TABLE**  
**Contractor Engagement**  
**Option Contract Year 10**

| Proposals | Contract Year 10                  |                       |                       |                       |                       |              |
|-----------|-----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|--------------|
| 5+        | Marginal                          | Satisfactory          | Very Good             | Very Good             | Excellent             | Excellent    |
| 4         | Marginal                          | Satisfactory          | Satisfactory          | Very Good             | Very Good             | Excellent    |
| 3         | Marginal                          | Marginal              | Marginal              | Satisfactory          | Satisfactory          | Satisfactory |
| 2         | Unsatisfactory                    | Unsatisfactory        | Marginal              | Marginal              | Marginal              | Marginal     |
| 1         | Unsatisfactory                    | Unsatisfactory        | Unsatisfactory        | Marginal              | Marginal              | Marginal     |
| 0         | Unsatisfactory - No Participation |                       |                       |                       |                       |              |
|           | \$0 to \$35,999,999               | \$36M to \$44,999,999 | \$45M to \$54,999,999 | \$55M to \$65,999,999 | \$66M to \$74,999,999 | \$75M+       |
|           | Total Production                  |                       |                       |                       |                       |              |

*Figure 18 - Contract Year 10 Engagement Ratings*

(End of Section J.5.A.8 Performance Rating Table Spreadsheet)

## **ATTACHMENT J-5.B PERFORMANCE-BASED ACQUISITION (PBA) SMALL BUSINESS SUBCONTRACTING EVALUATION PROGRAM RATINGS**

*Attachment J-5.B* applies exclusively to the Small Business Subcontracting Performance-Based Acquisition (PBA) element and describes the performance ratings to be determined by the General Services Administration (GSA) Governmentwide Acquisition Contract (GWAC) Administrative Contracting Officer (ACO). Small Business (SB) Subcontracting Performance will be annually assessed, and ratings will be entered into Contractor Performance Assessment Reporting System (CPARS) or another contract Past Performance assessment report (hereafter Contract Performance Assessment Reporting System or another contract performance assessment report will be referred to as the “CPAR”). Performance ratings can change from contract year to contract year, for example, ratings can (1) rise should performance improve from a “Marginal” rating up to a “Satisfactory or higher” rating in a Performing status; or conversely, (2) ratings can fall should performance diminish from an “Exceptional” rating down to a “Very Good” or lower rating.

### **J-5.B.1 Acceptable Quality Level (AQL), Minimum Requirements Needed to Earn a Satisfactory SB Subcontracting Rating**

In order to earn a favorable (i.e., Satisfactory) SB Subcontracting rating, an Other Than Small Business (OTSB) prime contractor must, as delineated in the CPAR SB Subcontracting Annual Rating, provide a “a good faith effort” to comply with an established subcontracting plan in accordance with FAR 19.705-7 and 13 CFR 125.3(d)(3). Further, FAR 19.705-7(b) contains indicators of a good faith effort.

### **J-5.B.2 Requirements Needed to Earn a Rating Above the Minimum AQL**

In order to earn a rating that is above the minimum AQL requirement of “Satisfactory,” an OTSB prime contractor must meet the following criteria:

- (a) Meet two or more of GSA’s established SB Subcontracting Goals for socio-economic categories listed in Table 6 of *Section G.22.1*.
- (b) Commit to a potential SB subcontract, or achieve actual subcontracted dollars paid to SB, that is expressed as a percentage of the total awarded Task Order invoice paid dollars accumulated by each prime contractor as outlined in each rating measurement. For example, a “Good” rating requires meeting Item (1) above and attaining a potential SB subcontract, or achieving actual subcontracted dollars paid to SB, that is 3% (or above, but not to exceed 70%) of the total awarded Task Order invoice paid dollars, at the end of each contract year, and in consideration of the latest filed Individual Subcontracting

Report (ISR) for the Master Contract via the Small Business Administration’s (SBA) Electronic Subcontracting Reporting System (eSRS).

A potential SB subcontract is defined as a contract for the performance of an issued Task Order under the Master Contract. Although ISRs are based on a payment basis for small business subcontracting there is a benefit to small businesses in receiving potential SB subcontracts to increase their inventory and/or add personnel in support of an issued Task Order. Potential SB subcontracts are intended to materialize into reportable obligated dollars via the prime contractor’s ISR.

**J-5.B.3 Subcontracting Ratings, Rating Measurements, and Applicable Corrective Actions**

Adjectival subcontracting ratings along with their associated measurements and applicable corrective actions are delineated below in *J-5.B.4*.

**J-5.B.4 CPAR Annual Small Business Subcontracting Rating Guide and Corrective Actions**

Socioeconomic categories are as listed in *Section G.22.1* and defined in FAR Clause 52.219-8, Utilization of Small Business Concerns.

*Table 18 - Small Business Subcontracting Ratings*

| RATING      | DESCRIPTION OF RATING MEASUREMENT  | CORRECTIVE ACTION REQUIRED |
|-------------|--|----------------------------|
| Exceptional | Must satisfy all of the following conditions:<br>1) Met or exceeded all GSA established SB Subcontracting goals for socio-economic categories: Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBzone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Woman-Owned Small Business (WOSB).<br>2) Achieved actual subcontracted dollars paid to SB that is 10% (or above, but not to exceed 70%) of the total awarded Task Order paid invoice dollars. | N/A                        |

GSA ALLIANT 3 UNRESTRICTED GWAC - RFP  
 ATTACHMENT J-5.B - PERFORMANCE-BASED ACQUISITION (PBA) SMALL BUSINESS SUBCONTRACTING  
 EVALUATION PROGRAM RATINGS

| RATING    | DESCRIPTION OF RATING MEASUREMENT  | CORRECTIVE ACTION REQUIRED |
|-----------|--|----------------------------|
| Very Good | Must satisfy all of the following conditions:<br>1) Met <u>all three</u> of the GSA established SB subcontracting goals for socio-economic categories: SB, SDB, and WOSB, and met <u>one</u> or more of the GSA established SB subcontracting goals for socio-economic categories: VOSB, SDVOSB, and HUBZone SB.<br><br>2) Achieved actual subcontracted dollars paid to SB that is 5% (or above, but not to exceed 70%) of the total awarded Task Order paid invoice dollars.   | N/A                        |
| Good      | Must satisfy all of the following conditions:<br>1) Met <u>GSA established subcontracting goals for SB along with two or more</u> of the GSA established SB Subcontracting goals for socio-economic categories: VOSB, SDVOSB, HUBZone SB, SDB, and WOSB.<br><br>2) Attained a potential SB subcontract, or achieved actual subcontracted dollars paid to SB, that is 3% (or above, but not to exceed 70%) of the total awarded Task Order paid invoice dollars. To receive credit for potential dollars subcontracted to SB the contractor must provide evidence of SB Subcontracting inclusion amounting to the above percent via an awarded Task Order(s). | N/A                        |

GSA ALLIANT 3 UNRESTRICTED GWAC - RFP  
 ATTACHMENT J-5.B - PERFORMANCE-BASED ACQUISITION (PBA) SMALL BUSINESS SUBCONTRACTING  
 EVALUATION PROGRAM RATINGS

| <b>RATING</b>  | <b>DESCRIPTION OF RATING MEASUREMENT</b>   | <b>CORRECTIVE ACTION REQUIRED</b>   |
|----------------|--|---|
| Satisfactory   | <p>Demonstrated a good-faith effort in accordance with FAR 19.705-7, 13 CFR 125.3(d)(3), to meet its SB Subcontracting goals, but has not met the rigorous criteria for a higher rating.</p>   | <p>Contractors should continuously remind their company Sales, Marketing, Business Development, and Supply Chain Management personnel of the importance of striving to meet the overall GWAC SB Subcontracting goal.</p>                          |
| Marginal       | <p>The contractor was issued one or more Task Order awards but has no SB subcontracting to report after Contract Year One.</p> <p>The contractor will be rated Marginal unless the contractor can demonstrate a good-faith effort was made in accordance with FAR 19.705-7, Compliance with the subcontracting plan.</p>   | <p>A Corrective Action Plan (CAP) is required.</p> <p>The Contractor is encouraged to contact the GSA’s Office of Small and Disadvantaged Business Utilization (OSDBU) to get advice on how to improve their small business outreach efforts.</p> |
| Unsatisfactory | <p>The contractor was issued three or more Task Order awards under the Master Contract and received a Marginal rating in the previous contract year, with no increase in the reported SB Subcontracting</p> <p>Noncompliant with the contractual requirements of FAR Clauses 52.219-8 and 52.219-9.</p> <p>The contractor will be rated Unsatisfactory unless an audit of the contractor’s small business plan demonstrates a good-faith effort was made in accordance with FAR 19.705-7, Compliance with the subcontracting plan.</p> | <p>A CAP is required. An SBA/GSA OSDBU Audit Review may be requested.</p> <p>The Government’s right to terminate the contract may be invoked.</p>   |

**NOTICE:**

- (a) Ratings will not be assigned by the Government for Small Business Subcontracting until the Contractor has an awarded Task Order. Thus, the evaluation process for Small Business Subcontracting will result in the assignment of either (1) one of the adjectival ratings delineated above for contracts that have one or more Task Orders issued under them, or (2) a “Neutral” designation for contracts that do not have any Task Orders issued under them.
- (b) Contractors with a value of actual dollars subcontracted to SB that is less than 1% of the total awarded Task Order paid invoice dollars will be required to provide a CAP despite attaining a Satisfactory or above rating.
- (c) Prime contractors are required to comply with FAR Clause 52.215-23, Limitations on Pass-Through Charges, in their pursuit of favorable subcontracting ratings under the Master Contract.
- (d) Actual Cumulative Percentage of Current Contract Value (ACPCCV) data associated with subcontracting to all Concerns [i.e., SB, Large Business (LB), Total, VOSB, SDVOSB, HubZone SB, SDB, and WOSB] shall be included in the Remarks Section of each ISR posted to eSRS. ACPCCV data shall be calculated from Actual Cumulative Whole Dollar (ACWD) subcontracting data in conjunction with the Current Contract Value (CCV) for the applicable end date [March 31 or September 30 of the corresponding calendar year] of the associated reporting Period-of-Performance (PoP). The Remarks Section shall list the CCV [i.e., cumulative remitted CAF Adjusted Invoice Amount (CAIA) as of the end date of the applicable reporting PoP] and calculations shall be performed as follows:

$$CCV = \$x$$

$$SB \text{ ACPCCV} = [(SB \text{ ACWD})/(\$x)] * 100 = a\%$$

$$LB \text{ ACPCCV} = [(LB \text{ ACWD})/(\$x)] * 100 = b\%$$

$$\text{Total ACPCCV} = [(\text{Total ACWD})/(\$x)] * 100 = c\%$$

$$VOSB \text{ ACPCCV} = [(VOSB \text{ ACWD})/(\$x)] * 100 = g\%$$

$$SDVOSB \text{ ACPCCV} = [(SDVOSB \text{ ACWD})/(\$x)] * 100 = h\%$$

$$HUBZone \text{ SB ACPCCV} = [(HUBZone \text{ SB ACWD})/(\$x)] * 100 = f\%$$

$$SDB \text{ ACPCCV} = [(SDB \text{ ACWD})/(\$x)] * 100 = d\%$$

$$WOSB \text{ ACPCCV} = [(WOSB \text{ ACWD})/(\$x)] * 100 = e\%$$

(End of Attachment J-5.B PBA Small Business Subcontracting Evaluation Program Ratings)

## ATTACHMENT J-6 - TRANSACTIONAL DATA REPORTING

**This attachment applies to the Master Contract only.**

The Contractor shall report all Invoices and Contract Access Fee data within the date specified in **Section F.7**. Refer to the government designated system instructions for the reporting process. It is mandatory to complete the data elements in the format outlined in the government designated system instructions.

### J-6.1 CLIN Structure

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

*Table 19 - CLIN Structure*

| GWAC REPORTING CLIN       | REPORTING LINE TYPE                    |
|---------------------------|--|
| <i>See Attachment J-3</i> | Alliant 3 GWAC Labor Categories        |
| N00                       | Non-Standard IT Labor                  |
| L00                       | Ancillary Labor                        |
| D00                       | Contract Access Fee (CAF)              |
| E00                       | Contract Access Fee (CAF) SPECIAL RATE |
| F00                       | Zero Invoice                           |
| H00                       | Fixed-Price                            |
| B00                       | Cost-Reimbursement                     |
| A00                       | Materials (T&M only)                   |
| M00                       | MISC/ODC                               |
| G00                       | Award/Fixed/Incentive Fees             |
| R00                       | Registered Apprenticeship Program      |

(End of Attachment J-6)

## **ATTACHMENT J-7 -INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN**

The Contractor's Individual Subcontracting Plan (ISP) is incorporated and attached at the time of the Alliant 3 GWAC award.

(End of Attachment J-7)

## ATTACHMENT J-8 - WEBSITE REFERENCES

### J-8.1 GWAC Program Email Correspondences

Alliant 3 PCO/ACO [Alliant3@gsa.gov](mailto:Alliant3@gsa.gov)  
 GWAC Scope Review Request <https://www.gsa.gov/node/84448>  
 GSA Ombudsman [GSAIndustrySupport@gsa.gov](mailto:GSAIndustrySupport@gsa.gov)  
 \*\* Contractor Registration Required (below)

*Table 20 - Web Site References*

| SECTION | DESCRIPTION  | WEBSITE URL   |
|---------|--|---|
| B.1     | Information Technology Definition  | <a href="https://www.acquisition.gov/far/part-2">https://www.acquisition.gov/far/part-2</a>   |
| B.2     | Clinger-Cohen Act  | <a href="https://dodcio.defense.gov/portals/0/documents/ciodesrefv olone.pdf">https://dodcio.defense.gov/portals/0/documents/ciodesrefv olone.pdf</a>                 |
| B.5     | OFPP Best Practices Handbook   | <a href="https://www.whitehouse.gov/omb/management/office-federal-procurement-policy">https://www.whitehouse.gov/omb/management/office-federal-procurement-policy</a> |
| B.6.1   | Department of Labor Bureau of Labor Statistics Standard Occupational Classification<br><br>The Occupational Information Network (O*NET) System | <a href="http://www.bls.gov/soc">http://www.bls.gov/soc</a><br><br><a href="http://www.onetonline.org">http://www.onetonline.org</a>                                  |
| B.13    | U.S. Department of State, Bureau of Administration, Office of Allowances   | <a href="https://aoprals.state.gov">https://aoprals.state.gov</a>   |

| SECTION         | DESCRIPTION  | WEBSITE URL   |
|-----------------|--|---|
| C.1             | DOD Information Enterprise Architecture  | <a href="https://dodcio.defense.gov/Library/DoD-Architecture-Framework/dodaf20_arch_development/">https://dodcio.defense.gov/Library/DoD-Architecture-Framework/dodaf20_arch_development/</a>   |
| C.3.1,<br>C.3.2 | Federal Enterprise Architecture Framework (FEA): Business Reference Model, and Performance Reference Model | <a href="https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/egov_docs/fea_v2.pdf">https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/egov_docs/fea_v2.pdf</a> |
| C.3.3           | Government Performance and Results Modernization Act (GPRA) of 2010  | <a href="https://www.govinfo.gov/app/details/PLAW-111publ352">https://www.govinfo.gov/app/details/PLAW-111publ352</a>   |
| C.3.5           | FIPS 199 Standards for Security Categorization of Federal Information and Information Systems              | <a href="https://nvlpubs.nist.gov/nistpubs/fips/nist.fips.199.pdf">https://nvlpubs.nist.gov/nistpubs/fips/nist.fips.199.pdf</a>   |
| C.4.4           | SP 800-146 Cloud Computing   | <a href="https://csrc.nist.gov/pubs/sp/800/146/final">https://csrc.nist.gov/pubs/sp/800/146/final</a>   |
| C.4.5           | NIST guidance: Special Publication 1500-x, NIST Big Data Interoperability Framework                        | <a href="https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.1500-1r2.pdf">https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.1500-1r2.pdf</a>                             |

| SECTION               | DESCRIPTION  | WEBSITE URL  |
|-----------------------|--|--|
| D.3                   | Part 117—<br>National<br>Industrial<br>Security Program<br>Operating Manual<br>(NISPOM) CFR<br>117   | <a href="https://www.ecfr.gov/current/title-32/subtitle-A/chapter-I/subchapter-D/part-117">https://www.ecfr.gov/current/title-32/subtitle-A/chapter-I/subchapter-D/part-117</a>  |
| E.1, F.1,<br>H.1, I.2 | Federal<br>Acquisition<br>Regulation.<br><br>GSA Regulation.   | <a href="https://www.acquisition.gov/?q=browsefar">https://www.acquisition.gov/?q=browsefar</a><br><br><a href="https://www.acquisition.gov/browse/index/gsam">https://www.acquisition.gov/browse/index/gsam</a>   |
| H.6.5                 | Federal<br>Information<br>Security<br>Management Act,<br>Office of<br>Management and<br>Budget (OMB)<br>Circular A-130.<br><br>NIST 800-series<br>“Special<br>Publications”. | <a href="https://csrc.nist.gov/topics/laws-and-regulations/executive-documents/omb-a-130">https://csrc.nist.gov/topics/laws-and-regulations/executive-documents/omb-a-130</a><br><br><a href="https://csrc.nist.gov/publications/sp800">https://csrc.nist.gov/publications/sp800</a> |
| G.2.1                 | OGP<br>4800.2I Eligibili<br>ty to Use GSA<br>Sources of Supply<br>and Services   | <a href="https://www.gsa.gov/system/files/OGP%20Order%2048002I%20Eligibility%20Determination.pdf">https://www.gsa.gov/system/files/OGP%20Order%2048002I%20Eligibility%20Determination.pdf</a>  |
| G.10                  | Contractor<br>Website - CMMI<br>Institute-<br>Published<br>Appraisal Results   | <a href="https://cmminstitute.com/learning/appraisals/results">https://cmminstitute.com/learning/appraisals/results</a>  |

| SECTION | DESCRIPTION   | WEBSITE URL   |
|---------|---|---|
| G.14    | ** GSA eBuy   | <a href="https://www.ebuy.gsa.gov/ebuy">https://www.ebuy.gsa.gov/ebuy</a>   |
| G.19    | ** Contractor Performance Assessment Reporting System.  | <a href="https://www.cpars.gov">https://www.cpars.gov</a>   |
| G.19.2  | <p>GSA Alliant 3 GWAC Homepage</p> <ul style="list-style-type: none"> <li>• GWAC Contracts</li> <li>• GWAC Contract Holders</li> <li>• GWAC Pricing.</li> </ul> <p>GSA GWAC Homepage</p> <ul style="list-style-type: none"> <li>• SOW Review Request</li> <li>• DPA Request.</li> </ul> | <p><a href="http://www.gsa.gov/alliant3">http://www.gsa.gov/alliant3</a></p> <p><a href="http://www.gsa.gov/gwacs">http://www.gsa.gov/gwacs</a></p>   |
| G.20.2  | <p>** Government Designated System: Reporting Transactional Data - Instructions and Definitions.</p> <p>Treasury Reporting Rates of Exchange,” issued by the U.S. Department of Treasury, Financial</p>   | <p><i>(To Be Determined at Time of Award in the Notice to Proceed)</i></p> <p><a href="https://www.fiscal.treasury.gov/reports-statements/treasury-reporting-rates-exchange">https://www.fiscal.treasury.gov/reports-statements/treasury-reporting-rates-exchange</a></p> |

| SECTION | DESCRIPTION   | WEBSITE URL   |
|---------|---|---|
|         | Management Service.<br>** System for Award Management (SAM).  | <a href="https://sam.gov/content/home">https://sam.gov/content/home</a>   |
| G.20.5  | CIO-IT Security-01-02   | <a href="https://www.gsa.gov/system/files/Incident-Response-%5BCIO-IT-Security-01-02-Rev-19%5D-09-08-2022docx.pdf">https://www.gsa.gov/system/files/Incident-Response-%5BCIO-IT-Security-01-02-Rev-19%5D-09-08-2022docx.pdf</a> |
| G.22.2  | ** Subcontracting Reports   | <a href="https://www.esrs.gov">https://www.esrs.gov</a>   |
| G.23    | Prime & Subcontractor Spending: Sub-award data for all Spending Types   | <a href="https://www.usaspending.gov">https://www.usaspending.gov</a>   |
| G.25    | ** Carbon Disclosure Project (CDP)  | <a href="https://www.cdp.net/en-US/Pages/HomePage.aspx">https://www.cdp.net/en-US/Pages/HomePage.aspx</a>   |
| H.3     | GSA Logo  | <a href="https://www.gsa.gov/reference/gsa-logo-policy">https://www.gsa.gov/reference/gsa-logo-policy</a>   |
| H.7     | GSA IT Policies   | <a href="https://www.gsa.gov/policy-regulations/policy/information-technology-policy?topnav=policy-regulations">https://www.gsa.gov/policy-regulations/policy/information-technology-policy?topnav=policy-regulations</a>       |
| H.9     | IT Security Policies <ul style="list-style-type: none"> <li>● Homeland Security Presidential Directives-12 (HSPD-12)</li> </ul> | <a href="https://www.commerce.gov/osy/programs/credentialing/hs-pd-12-credentialing">https://www.commerce.gov/osy/programs/credentialing/hs-pd-12-credentialing</a>   |

| SECTION        | DESCRIPTION  | WEBSITE URL   |
|----------------|--|---|
|                | <ul style="list-style-type: none"> <li>OMB guidance M-05-24</li> </ul> <p>GSA HSPD-12, Personal Identity Verification.</p> | <p><a href="https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/memoranda/2005/m05-24.pdf">https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/memoranda/2005/m05-24.pdf</a></p> <p><a href="https://www.gsa.gov/technology/it-contract-vehicles-and-purchasing-programs/multiple-award-schedule-it/hspd12-product-and-service-components">https://www.gsa.gov/technology/it-contract-vehicles-and-purchasing-programs/multiple-award-schedule-it/hspd12-product-and-service-components</a></p> |
| H.10           | Government Designated System Training Modules  | <i>(To Be Determined at Time of Notice to Proceed/Effective Date)</i>   |
| H.13           | Section 508 Standards  | <a href="http://www.section508.gov">http://www.section508.gov</a>   |
| Attachment J-2 | DoD Cloud Computing Security   | <a href="https://public.cyber.mil/dccs/">https://public.cyber.mil/dccs/</a>   |
| K.3            | FPDS PSC Manual  | <a href="https://www.acquisition.gov/psc-manual">https://www.acquisition.gov/psc-manual</a>   |
| L.5.4.2        | DCMA Contractor Purchasing System Review (CPSR) Guidebook  | <a href="https://www.dcma.mil/Portals/31/Documents/CPSR/CPSR_Guidebook_091021.pdf">https://www.dcma.mil/Portals/31/Documents/CPSR/CPSR_Guidebook_091021.pdf</a>   |

This table of website links was updated as of 4/9/2024. If you encounter a broken web link in the above listing, please contact the GWAC ACO or COR at [Alliant3@gsa.gov](mailto:Alliant3@gsa.gov).

The GWAC ACO or COR will periodically update this **Attachment J-8** whenever Master Contract Modifications are issued, and also provide more recent updates on GSA’s Alliant 3 GWAC website at a time when GSA is made aware of any needed changes to website URL names or addresses.

(END OF ATTACHMENT J-8)