

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

**THE OFFICIAL SF33 IS ATTACHED. THE SF33 MUST BE COMPLETED AS DESCRIBED IN L.5.1.1.**

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

### **B.1 GENERAL**

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

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

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

### **B.2 AUTHORITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **B.8.3 Incentive**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **C.1 SCOPE**

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

#### **C.1.1 Definition of Information Technology**

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

##### **C.1.1.1 Clinger-Cohen Act**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **C.3.7 New and Emerging Technologies**

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

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

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

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

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

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

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

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

### **C.6 SCOPE REFERENCES AND RESOURCES**

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

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

**SECTION D  
PACKAGING AND MARKING**

**D.1 552.211-73 MARKING (FEB 1996)**

- (a) General requirements. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards:
- (1) Deliveries to civilian activities. Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.
  - (2) Deliveries to military activities. Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.
- (b) Improperly marked material. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor, to perform the required marking, by contract or otherwise, and charge the Contractor therefore at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

(End of Clause)

**D.2 552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996)**

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

(End of Clause)

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

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

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

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

(End of Clause)

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

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

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

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

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

**SECTION E  
INSPECTION AND ACCEPTANCE**

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

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

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

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

(End of Clause)

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

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

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

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

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

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

**SECTION F  
 DELIVERIES OR PERFORMANCE**

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

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

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

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

(End of Clause)

**F.2 MASTER CONTRACT ORDERING PERIOD**

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

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

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

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

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

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

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

**F.4 PLACE OF PERFORMANCE**

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

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

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

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

**F.6 DELIVERABLES**

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

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

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

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

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

## **SECTION G CONTRACT ADMINISTRATION**

### **G.1 GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **G.8 ELECTRONIC COMMUNICATIONS**

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

## **G.9 INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **G.11 ORDERING PROCEDURES**

Ordering procedures must comply with FAR 16.505.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **G.13 REPORTING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contract options for contractors not in full compliance with FAR 52.219-27 as of the end of the fourth contract year might not be exercised.

Willful failure or refusal to furnish the required reports, or gross negligence in managing the subcontracting limitation, or falsification of reports constitutes sufficient cause to terminate the Contractor for default.

## **G.17 TASK ORDER CLOSEOUT**

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

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

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

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

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

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

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

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

## **H.2 MARKETING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **H.9 GOVERNMENT PROPERTY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The contractor is NOT eligible to respond to Task Order Requests subject to fair opportunity (FAR 16.505(b)(1))
2. The contractor remains eligible to accept orders from OCOs based on the following exception to a fair opportunity:
  - a. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order. (FAR 16.505(b)(2)(i)(C))
3. A subsequent merger or acquisition, with or without novation, triggers paragraph H.20.2 or H.20.3, as applicable.
  - a. If the result of the size and SDVO SBC re-representation is that the contractor is deemed to be a small business concern and a service-disabled veteran-owned small business concern, then H.20.4.1 will no longer apply, in which case it might take the Government 30 or more calendar days to implement the necessary adjustments.

**SECTION I  
CONTRACT CLAUSES**

**I.1 GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996	X	X	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	FEB 2016	X	X	X
52.245-1	GOVERNMENT PROPERTY	APR 2012	X	X	X
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	APR 2012	X		
52.245-9	USE AND CHANGES	APR 2012	X	X	X
52.246-19*	WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA.	MAY 2001	X		
52.246-19	ALTERNATE I	APR 1984	X		
52.246-19	ALTERNATE II	APR 1984	X		
52.246-19	ALTERNATE III	APR 1984	X		
52.246-20*	WARRANTY OF SERVICES	MAY 2001	X		
52.247-1*	COMMERCIAL BILL OF LADING NOTATIONS	FEB 2006	X	X	X
52.247-63*	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	X	X	X
52.247-67*	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	X	X	X
52.248-1*	VALUE ENGINEERING	OCT 2010	X	X	X
52.248-1	ALTERNATE I	APR 1984	X	X	X
52.248-1	ALTERNATE II	FEB 2000	X	X	X
52.248-1	ALTERNATE III	APR 1984	X	X	X
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012	X		X
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM).	APR 1984	X		
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004		X	
52.249-6	ALTERNATE IV	SEP 1996			X
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	X		
52.249-14	EXCUSABLE DELAYS	APR 1984		X	X

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

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

(End of Clause)

### I.2.1 Acquisition of Commercial Items

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

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

#### I.2.1.1 GSAR 552.212-4 Contract Terms and Conditions-Commercial Items. (ALTERNATE II) (FAR DEVIATION) (July 2015)

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

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

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third

party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

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

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

(g) *Invoice.*

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

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

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

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

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

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

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

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

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

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

(i) Payment.

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) The specification.

(t) System for Award Management (SAM).

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

(2)

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

(A) Change the name in the SAM database;

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

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

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

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

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

(u) Unauthorized Obligations

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

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

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

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

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

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

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

(w) Commercial supplier agreements - unenforceable clauses

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

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

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

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

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

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

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

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

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

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

(vi) Additional terms.

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

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

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

(3) Terms do not increase government prices; and

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

(a) Deviations to FAR clauses.

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

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

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

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

(End of clause)

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

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

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

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

(End of clause)

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

(End of clause)

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

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

(End of clause)

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

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

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

- (2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the \_\_\_\_\_ [*Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30<sup>th</sup>"*] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.
- (3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

- (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.
- (2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

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

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
- (2) Performance of this contract is endangered by the Contractor's --
  - (i) Failure to make progress; or
  - (ii) Unsatisfactory financial condition.
- (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

- (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment

under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

- (2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:
    - (i) Parts, materials, inventories, and work in process;
    - (ii) Special tooling and special test equipment to which the Government is to acquire title;
    - (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
    - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
  - (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.
  - (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
  - (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
  - (6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --
    - (i) Delivered to, and accepted by, the Government under this contract; or
    - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
  - (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

- (i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.
- (j) *Special terms regarding default.* If this contract is terminated under the Default clause,
  - (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and
  - (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.
- (k) *Reservation of rights.*
  - (1) No payment or vesting of title under this clause shall --
    - (i) Excuse the Contractor from performance of obligations under this contract; or
    - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
  - (2) The Government's rights and remedies under this clause --
    - (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
    - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:
  - (1) The name and address of the Contractor;
  - (2) The date of the request for performance-based payment;
  - (3) The contract number and/or other identifier of the contract or order under which the request is made;
  - (4) Such information and documentation as is required by the contract's description of the basis for payment; and
  - (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.
- (m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

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

  - (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
  - (2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

- (3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

**I.9 GSAR 552.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JULY 2015)  
(FAR Deviation) (FAR 52.232-39)**

- (a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341 ), the following shall govern:
  - (1) Any such language, provision, or clause is unenforceable against the Government.
  - (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement, EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
  - (3) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement, EULA, TOS, or similar legal instrument or agreement.
- (b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

**I.10 GSAR 552.232-78 COMMERCIAL SUPPLIER AGREEMENTS - UNENFORCEABLE CLAUSES  
(JULY 2015)**

- (a) When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:
  - (1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

- (i) Applicability. This agreement is part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders not using FAR Part 12).
- (ii) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.
- (iii) Law and disputes. This agreement is governed by Federal law. (A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted. (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted. (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
- (iv) Continued performance. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in 52.233-1 Disputes.
- (v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).
- (vi) Additional terms.
  - (A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc.). Such terms shall be enforceable only to the extent that:
    - (1) When included by reference using electronic means, the terms are readily available at referenced locations; and
    - (2) Terms do not materially change government obligations; and
    - (3) Terms do not increase government prices; and
    - (4) Terms do not decrease overall level of service; and
    - (5) Terms do not limit any other Government right addressed elsewhere in this contract.
  - (B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government.
- (vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.
- (viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

- (ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows: (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order. (B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 52.233-1; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process. (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.
  - (x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.
  - (xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at 52.232-23, Assignment of Claims.
  - (xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.
- (2) If any provision of this agreement conflicts or is inconsistent with the preceding subparagraph (a)(1), the provisions of subparagraph (a)(1) shall prevail to the extent of such inconsistency.

(End of Clause)

**SECTION J**  
**LIST OF ATTACHMENTS**

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

The following documents are for use during the solicitation process and will not remain with the contract following award:

- J.P-5 Document Verification and Self Scoring Worksheet
- J.P-6 Joint Venture and Subcontractor Team Project Listing (if applicable)
- J.P-7 Relevant Experience Project Template
- J.P-8 Past Performance Rating Form
- J.P-9 Cost/Price Template
- J.P-10 Direct Labor Rate Ranges
- J.P-11 GSA Form 527

**SECTION K  
REPRESENTATIONS AND CERTIFICATIONS**

**INSTRUCTIONS:** The provision at 52.204-7, System for Award Management, is included in this solicitation. The offeror shall complete the annual representations and certifications electronically via the SAM website accessed through <https://www.SAM.gov>. See K.1 below.

**OFFEROR NAME:** \_\_\_\_\_

**OFFEROR DUNS:** \_\_\_\_\_

**K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)**

- (a)
- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.
  - (2) The small business size standard is \$27.5M.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)
- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
  - (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) 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 (d) applies.  
 (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)
- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
    - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
      - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
      - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
      - (C) The solicitation is for utility services for which rates are set by law or regulation.
    - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
    - (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
    - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
  - (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
  - (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
  - (viii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
  - (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
  - (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
    - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
    - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
  - (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
  - (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
  - (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
  - (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
  - (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
  - (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
  - (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
  - (xviii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
    - (A) If the acquisition value is less than \$25,000, the basic provision applies.
    - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
    - (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
    - (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.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 paragraph (c) 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 clause 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 Clause	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 posted on SAM.

(End of provision)

**K.2 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

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

(End of Clause)

**K.3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
  - (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in—
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
  - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could

have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

**SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

**L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (DEC 2013)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/>

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	MAR 2015
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	MAR 2015

(End of Provision)

**L.2 FAR AND GSAR PROVISIONS**

The following FAR and GSAR provisions are applicable to this solicitation and are provided in full text.

**L.2.1 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA ALTERNATE IV (OCT 2010)**

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide data described below:  
Provide information other than cost or pricing data as described in section L.5.6 Volume 6 - Cost/Price.

(End of Provision)

**L.2.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of multiple indefinite-delivery, indefinite-quantity contracts resulting from this solicitation.

(End of Provision)

**L.2.3 FAR 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**

The government anticipates that Multiple Awards shall be made up to a maximum of 70 awards. In the event of a precisely tied score at the 70th position, all Offerors tied at the 70th position will receive a Master Contract award.

(End of Provision)

**L.2.4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration (GSA)  
Federal Acquisition Service (FAS)  
Small Business GWAC Contract Operations (QTACC)  
Attn: Alex Wrisinger, Contracting Officer  
2300 Main Street  
Kansas City, MO 64108

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

**L.2.5 GSAR 552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)**

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

**L.3 PROPOSAL SUBMISSION INSTRUCTIONS**

The following instructions are for the preparation and submission of proposals. The purpose of this section is to establish requirements for the format and content of proposals so that proposals contain all essential information and can be evaluated equitably.

Offerors are instructed to read the entire solicitation document, including all attachments in Section J, prior to submitting questions and/or preparing an offer. Omission of any information from the proposal submission requirements may result in rejection of the offer.

One Master Contract will result from this solicitation. The Offeror shall submit only one proposal. Duplicate proposals must be identified as such. Multiple or alternate offers from the same prime contractor constitute a material nonconformity and will result in all of its offers being rejected.

All information within the page limitations of the proposal is subject to evaluation. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation.

Offerors may make minor formatting changes to Section K and Section J templates used in proposal submission. For example, minor formatting changes include such things as adjusting page breaks, adding corporate identification logos, identifying proposal volume identifiers in the headers and footers, including disclaimers of proprietary information, and adjusting the Cost/Price template based on an Offeror's actual indirect rate structure, etc.

The electronic solicitation documents, as posted on <http://www.fbo.gov>, shall be the official documents for this solicitation.

The Government will not reimburse Offerors for any cost incurred for the preparation and submission of a proposal in response to this solicitation.

All proposal information is subject to verification by the Government. The Offeror is required to ensure all proposal information submitted is verifiable. If the Government detects a high degree of unverifiable, contradictory, or unsubstantiated information submitted in an Offeror's proposal, the Government will end the proposal evaluation, and the Offeror will receive no further consideration for award. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

**NOTE: This solicitation instructs Offerors to provide supporting documentation for practically all scored evaluation criteria. While some sub-sections of Section L may indicate an Offeror shall provide a particular form of documentation for validation purposes, Offerors may provide additional verifiable documentation if necessary to validate any evaluation criteria being claimed.**

### **L.3.1 Official Legal Bidding Entity**

All the evaluation elements an Offeror is claiming credit for in accordance with Section L.5., Volumes 1 through 7, must be in the Offeror's name as submitted in Block 15A on the Standard Form (SF) 33, Solicitation, Offer and Award, with a corresponding CAGE Code and DUNS Number in SAM.GOV that matches the Offeror name on the SF 33, Block 15A. (See Section L.5.1.1).

The only exceptions to this requirement are detailed in Section L.5.1.3, Contractor Teaming Arrangements.

### **L.3.2 Mergers, Acquisitions, Novations, and Change-of-Name Agreements, as Applicable**

For any claimed evaluation element identifying a different name than that of the offeror; due to a merger, acquisition, novation, or change-of-name agreement; the offeror has the burden to establish that the claimed evaluation element should be attributed to the offeror. To do so, the offeror must provide evidence of the merger, acquisition, novation, or change-of-name agreement, as well as a justification demonstrating how the evaluation element being claimed is applicable to the offeror.

### **L.3.3 Inverted Domestic Corporations**

Inverted Domestic Corporations are not eligible for award under this solicitation.

“Inverted Domestic Corporation”, as defined in FAR 52.209-10, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

### **L.3.4 Proposal Due Date and Address Location**

**PROPOSALS ARE DUE NO LATER THAN 4:00 PM CDT ON JUNE 6, 2016.**

Proposals may be mailed to:

General Services Administration, Federal Acquisition Service  
Small Business GWAC Contract Operations (QTACC)  
Attn: Alex Wrisinger, Contracting Officer  
2300 Main Street  
Kansas City, MO 64108

Hand delivered proposals will only be accepted on June 6, 2016 between 9:00 AM CDT and 4:00 PM CDT at the following location:

GSA Conference Center, Room 1SE  
2300 Main Street  
Kansas City, MO 64108

### **L.3.5 Solicitation Questions**

The GWAC PCO is the sole point of contact for all questions under this solicitation. Offerors shall address all questions via e-mail to the GWAC PCO at VETS2@gsa.gov. The Offeror must include the company name and solicitation number in the subject line of the email. Question(s) must be submitted in the table format shown below and include the section number and section title that pertain to the Offeror's question(s).

Example question table format:

PAGE NUMBER	SECTION NUMBER	QUESTION
77	L.3.4	What is the proposal due date?

Questions not submitted via VETS2@gsa.gov may not be addressed or answered. Questions can be e-mailed any time after the solicitation is posted at <http://www.fbo.gov>; however, all questions must be received via e-mail at VETS2@gsa.gov no later than May 26, 2016 at 4:00 PM CDT. Questions received after this date will only be answered at the discretion of the GWAC PCO.

Questions may be answered at <http://www.fbo.gov>. Acknowledgement of receipt of questions will not be made. Please thoroughly review the entire solicitation, including all the attachments in Section J, prior to submitting questions.

### L.3.6 Pre-Proposal Conference

An optional pre-proposal conference will be held via teleconference. Registration is not required. The conferences will provide an overview of the VETS 2 RFP and will not introduce new information.

Conference information will be included in the FBO.gov announcement.

### L.4 PROPOSAL FORMAT

The Offeror's proposal shall be formatted into seven (7) separate electronic folders by Volume Number and Title as follows:

- Volume 1 – General
- Volume 2 – Relevant Experience
- Volume 3 – Past Performance
- Volume 4 – Systems, Certifications, and Clearances
- Volume 5 – Risk Assessment
- Volume 6 – Cost/Price
- Volume 7 – Responsibility

**Offerors shall include all Seven (7) electronic folders and proposal documents on a single DVD+R disk.** See Proposal Table Format below. Nothing may be included on the disk except the proposal files in accordance with the instructions in Section L.5.

The DVD+R shall be labeled with the Solicitation Number and Company Name.

In addition to the DVD+R including all proposal documents, **Offerors shall also include one paper copy of their Attachment J.P-5, Document Verification and Self Scoring Worksheet.**

No paper version of any other proposal documents shall be submitted.

It is the sole responsibility of the Offeror to ensure that the electronic files submitted are virus free and can be opened and read by the government. Proposal submissions shall not be locked, encrypted, or otherwise contain barriers to opening.

All proposal documents shall be in Adobe (pdf) format except for the Document Verification and Self Scoring Worksheet in Attachment J.P-5 and Cost/Price Template in Attachment J.P-9. The Document Verification and Self Scoring Worksheet and Cost/Price Template shall be in Microsoft Office Excel format.

### PROPOSAL FORMAT TABLE

The following Proposal Format Table is to assist Offerors in organizing their proposal submission documents to ensure the government can easily identify which documents apply to which criteria for evaluation purposes. Offerors must adhere to the Volume Numbers, Format and/or Templates, and Page Limitations (if any) provided in the Proposal Format Table. Offerors must include their company name or company name abbreviation and Volume Number in the filename. For example, ABC Incorporated filename for Volume 1, SF-33 is ABC.VOL1.SF33.pdf. Offerors may make minor adjustments to the file naming methodology so long as the resulting file names and organization are clearly understood. Additionally, the Offeror may provide a Table of Contents that serves as an overall guide to what files are included, where they are located and brief descriptions of what the documents are. Inclusion of a Table of Contents is optional.

Vol #	Sec #	Title	Format or Template	Page Limit	Example File Name
1	L.4	Table of Contents	Free Format	No Page Limit	ABC.VOL1.TOC.pdf
1	L.5.1.1	SF 33	SF 33	Limited to the SF 33 Form	ABC.VOL1.SF33.pdf
1	L.5.1.2	Document Verification and Self Scoring Worksheet	Attachment J.P-5	Limited to the template. No page limitations	ABC.VOL1.JP4.pdf
1	L.5.1.3.1	Joint Venture or Partnership Agreement (if applicable)	As described in L.5.1.3.1	No page limitations. If not submitting as a joint venture, no file need be submitted.	ABC.VOL1.JV.pdf
1	L.5.1.3.2	Subcontractor Letter(s) of Commitment (if applicable)	As described in L.5.1.3.2	No page limitations. If not submitting with proposed subcontractors, no file need be submitted.	ABC.VOL1.SubLOC1.pdf
1	L.5.1.3	Joint Venture and Subcontractor Team Project Listing (if applicable)	Attachment J.P-6	Limited to the template. No page limitations. If not submitting as a JV or proposing subcontractors, no file need be submitted.	ABC.VOL1.JPX.pdf

1	L.5.1.4	Professional Employee Compensation Plan	Pages should be 8.5 x 11 inches; font type and size (10 to 12) point Arial; Margins of 1 inch	No page limitations	ABC.VOL1.CP.pdf
1	L.5.1.5	Uncompensated Overtime Policy	Pages should be 8.5 x 11 inches; font type and size (10 to 12) point Arial; Margins of 1 inch	Not-to-Exceed 5 pages	ABC.VOL1.UOP.pdf
1	L.5.1.6	Representations and Certifications	Submit Section K	Limited to Section K. No page limitations	ABC.VOL1.RC.pdf
2	L.5.2.2	Relevant Experience Projects	Each Project with all supporting documents should be submitted in a single .pdf in the following order: 1. Attachment J.P-7 2. FPDS, if applicable 3. Award Form, if applicable 4. Contract Statement of Work, if applicable 5. Supporting Information Related to a Merger, Acquisition, Novation, or Change of Name on a Specific Project, if applicable	Attachment J.P-7 Template limited to two pages for each Relevant Experience Project. No page limitations for supporting documents.	(Company, Volume, REP-1) Repeat as many times necessary:  ABC.VOL2.REP-1.pdf ABC.VOL2.REP-2.pdf ABC.VOL2.REP-3.pdf ABC.VOL2.REP-4.pdf ABC.VOL2.REP-5.pdf ABC.VOL2.REP-6.pdf ABC.VOL2.REP-7.pdf ABC.VOL2.REP-8.pdf ABC.VOL2.REP-9.pdf ABC.VOL2.REP-10.pdf
3	L.5.3	Past Performance for Relevant Experience Projects	Past Performance for three of the Relevant Experience Projects submitted  PPIRS/CPARs report, or Attachment J.P-8 Past Performance Rating Form	No Page Limitations.	(Company, Volume, Past Performance, REP-1) Identify the Relevant Experience Project number for the submitted Past Performance Example  ABC.VOL3.PP.REP-1.pdf ABC.VOL3.PP.REP-2.pdf ABC.VOL3.PP.REP-3.pdf

3	L.5.3.3	Negative Past Performance Narrative	One page narrative to provide information on problems encountered on the submitted projects and the offeror's corrective actions. This document is not required, only necessary if offeror wishes to explain any negative past performance.	One-page Page should be 8.5 x 11 inches; font type and size (10 to 12) point Arial; Margins of 1 inch	(Company Name, Volume, Negative Past Performance Narrative, REP-1) Identify the Relevant Experience Project number for the submitted Past Performance Example  ABC.VOL3.NPPN.REP-1.pdf ABC.VOL3.NPPN.REP-2.pdf ABC.VOL3.NPPN.REP-3.pdf
4	L.5.4.1	Cost Accounting System Audit Information	Documentation to verify audited/adequate accounting system to include SF1408 and/or auditing agency letter.  Contact information for cognizant auditing agency	Limited to requested documentation only. If not claiming these points, no file need be submitted.	ABC.VOL4.CASAUDIT.pdf ABC.VOL4.CASCONTACT.pdf
4	L.5.4.2	CMMI Certification	Copy of Certification Body verification/approval	Limited to the verification requirements and NTE 1 page for POC information. If not claiming these points, no file need be submitted.	ABC.VOL4.CMMIcert.pdf ABC.VOL4.CMMIref.pdf
4	L.5.4.3	ISO 9001	Copy of Certification Body verification/approval	Limited to the verification requirements and NTE 1 page for POC information. If not claiming these points, no file need be submitted.	ABC.VOL4.ISO9001cert.pdf ABC.VOL4.ISO9001ref.pdf

4	L.5.4.4	ISO 20000	Copy of Certification Body verification/approval	Limited to the verification requirements and NTE 1 page for POC information If not claiming these points, no file need be submitted.	ABC.VOL4.ISO20000cert.pdf ABC.VOL4.ISO20000ref.pdf
4	L.5.4.5	ISO/IEC 27001:2013	Copy of Certification Body verification/approval	Limited to the verification requirements and NTE 1 page for POC information If not claiming these points, no file need be submitted.	ABC.VOL4.ISO27001cert.pdf ABC.VOL4.ISO27001ref.pdf
4	L.5.4.6	Facility Clearance Level (FCL)	Letter or screen print	Limited to the verification requirements If not claiming these points, no file need be submitted.	ABC.VOL4.FCL.pdf
5	L.5.5.1	Organizational Risk Assessment	If claiming points for this element and submitting as a joint venture or with proposed subcontractors, verification must be provided as detailed in L.5.5.1.	Limited to the verification requirements  If not claiming these points or proposing as an individual company, no file need be submitted.	ABC.VOL5.ORA.pdf
6	L.5.6.1	Basis of Estimate	As described in L.5.6.1	Not-to-Exceed 5 pages	ABC.VOL6.BoE.pdf
6	L.5.6.2	Cost/Price Template	Attachment J.P-9	Limited to the template	ABC.VOL6.JP7COSTPRICE.xls
7	L.5.7.1	GSA Form 527	Attachment J.P-11 GSA Form 527	Limited to the GSA Form 527 and supporting financial statements	ABC.VOL7.527.pdf

## L.5 PROPOSAL CONTENT

### L.5.1 VOLUME 1 - GENERAL

To be eligible for award, the Offeror must adhere to the directions and submit the following information under Volume 1 – General.

#### L.5.1.1 Standard Form (SF) 33

“Offeror” means the official legal bidding entity identified in Block 15A on the Standard Form (SF) 33, Solicitation, Offer and Award.

Using the SF 33 form, Solicitation, Offer and Award, posted with the solicitation in <http://www.fbo.gov>, the Offeror shall fill out blocks 13 through 18 accordingly;

1. The Government requires a minimum acceptance period of not less than 365 calendar days. The Government has filled in Block 12 of the SF 33 with the minimum acceptance period of 365 calendar days. "Acceptance Period" means the number of calendar days available to the Government for awarding a Contract from the date specified in this solicitation for receipt of offers. Your offer may only specify an acceptance period that is equal to or longer than the Government's minimum requirement.
2. If any amendments to the solicitation are issued, the Offeror must acknowledge each amendment number and date in Block 14 of the SF 33 or complete Blocks 8 and 15 of the SF 30 for each amendment.
3. The Offeror's Legal Name and Address in Block 15A on the SF33 must match the information for the Offeror in SAM.GOV at <http://www.sam.gov>, including the corresponding Commercial and Government Agency (CAGE) Code Number and Data Universal Numbering Systems (DUNS) Number (Note: the address listed in Block 15A will be the official mailing address used by the Government for letter correspondence, if necessary).
4. The Name, Title, Signature and Date identified in Block 16, 17, 18, must be an authorized representative with authority to commit the Offeror to contractual obligations.

#### L.5.1.2 Document Verification and Self Scoring Worksheet

The Offeror shall submit Attachment J.P-5, titled, “Document Verification and Self Scoring Worksheet”. No other format or additional proposal documentation will be considered.

1. Do **not** alter rows or columns of the Document Verification and Self Scoring Worksheet.
2. The Offeror shall enter their company name in Row 7.
3. The Offeror must fill in Column C by entering a “Yes” or “No” for each element. Just type the word, not the quotation marks. Do not leave any Rows under Column C blank.
4. If “Yes” is entered in Column C, the Offeror shall enter the file name(s) in Column F for each associated supporting document submitted. Reference the file naming structure provided in L.4, Proposal Format Table. NOTE: No supporting file name is required to be entered for L.5.2.2.2 through L.5.2.2.6 as the file name entered for each Relevant

Experience Project in L.5.2.2 must include supporting information for all points claimed through the specific Relevant Experience Project.

5. The Relevant Experience Project Identifier (REP-1 through REP-10) in the Document Verification and Self Scoring Worksheet must mirror the same Relevant Experience Project Identifier selected in the Relevant Experience Project Template found in Attachment J-P.5.
6. Under Section L.5.2.2.2, Relevant Experience Project in Foreign Locations, in addition to completing Column C, the Offeror must fill in Column B with the Project Identifier that satisfies the claimed credit.
7. Under Section L.5.2.2.5, Relevant Experience Project Demonstrating Experience with Multiple Federal Government Customers, the Offeror must first enter the Funding Agency ID in cells C86 through C95 for any Relevant Experience Project claiming experience with a Federal Government Customer. The Offeror may enter "N/A" for any project that is not with a Federal Government Customer. The Offeror then must enter a "Yes" or "No" in cells C97 through C105 to identify the claimed number of Federal Government Customers.
8. Under Section L.5.2.2.6, Breadth of Relevant Experience Performance Areas, the Offeror must first enter the claimed NAICS/Performance Area in cells C109 through C118 for each Relevant Experience Project submitted. The Offeror may enter "N/A" for any cell for which the Offeror is not submitting a project. The Offeror then must enter a "Yes" or "No" in cells C120 through C123 to identify the claimed number of performance areas with demonstrated experience.
9. Under Section L.5.3, Past Performance, the Offeror must include the Relevant Experience Project Identifier for the three projects selected as Past Performance examples in cells B129 through B131.
10. The scoring within Columns D and E will auto-calculate according to the responses within Column C. The offeror shall not manipulate any formulas or data within Columns D and E.

### **L.5.1.3 Contractor Teaming Arrangements, if applicable**

Contractor teaming arrangement (CTA) means an arrangement in which –

1. Two or more companies form a partnership or joint venture to act as a potential prime contractor;  
or
2. A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

#### **L.5.1.3.1 Partnership or Joint Venture, if applicable**

Two or more companies may form a partnership or joint venture, hereafter referred to as a joint venture, to submit a proposal in response to this solicitation.

Offerors submitting as a joint venture may submit a proposal under this solicitation subject to the following conditions:

1. The joint venture is registered in SAM.GOV and has a corresponding DUNS Number.
2. The joint venture meets the definition of a joint venture for size determination purposes (FAR 19.101(7)(i)).
3. A joint venture shall submit elements identified in Section L.5, Volumes 1 through 7 as follows:
  - Volume 1 - The joint venture must fill out and submit the Representations and Certifications in Section K. Each member of the joint venture must also submit their individual Representations and Certifications in Section K. All other elements submitted for Volume 1 must be in the name of the joint venture.
  - Volume 2 - Relevant experience projects may be from the joint venture or an individual member of the joint venture.
  - Volume 3 - Past performance examples may be from the joint venture or an individual member of the joint venture.
  - Volume 4 - Offerors submitting as a joint venture must provide evidence of the system, certification, or clearance being in the name of the joint venture itself or in the name of every member of the joint venture. This applies to all systems, certifications, and clearances within section L.5.4. For certifications and clearances with varying levels (e.g. CMMI Levels 2 and 3), scoring will only be awarded for the levels that are in the name of the joint venture itself or have been met/exceeded by all members.
  - Volume 5 - Risk assessment elements are for the submitted proposal as a whole.
  - Volume 6 - The cost/price proposal shall be for the joint venture, not individual members. The Basis of Estimate (L.5.6.1) may explain how the joint venture members have divided responsibilities for purposes of proposing price/costs. A joint venture can blend cost and pricing data from the team. For example, if one member of the joint venture is responsible for proposed price/costs for a particular labor category, while another entity in the joint venture is proposing price/costs for a different labor category, the Basis of Estimate should disclose which of the respective team members is responsible for proposing which specific price/cost information.
  - Volume 7 - For unpopulated joint ventures, financial responsibility documents required by Volume 7 must be submitted for each member of the joint venture. For populated joint ventures, financial responsibility documents required by Volume 7 must be submitted for the joint venture itself.
4. The Offeror must submit a complete copy of the joint venture agreement that established the CTA relationship, that includes the following information:
  - i. Sets forth the purpose of the joint venture;
  - ii. Designates an SDVO SBC as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for performance of the VETS 2 contract; the Government requests that the managing venturer be the primary point of contact with the Government during evaluation of the joint venture's proposal. This means that the Government requests a "release" from each non-managing member of the joint venture so that the Government can discuss confidential/privileged information about the non-managing members of the joint venture with the designated managing venturer.

- iii. Clearly identifies the entities which make up the joint venture, including disclosure of the primary point of contact and DUNS Number for each of the members.
  - iv. States that not less than 51% of the net profits earned by the joint venture will be distributed to the SDVO SBC(s);
  - v. Specifies the responsibilities of the parties with regard to contract performance (including all performance standards identified in Section F.5), source of labor and negotiation of the VETS 2 contract;
  - vi. Obligates all parties to the joint venture to ensure performance of the VETS 2 contract and to complete performance despite the withdrawal of any member;
  - vii. Addresses the circumstances and procedures for replacement of joint venture members, including the managing venturer, and whether or not the approval of the Government is required prior to replacing any members; The agreement should address that in order to replace members, including the managing venturer, Government approval is required.
  - viii. Addresses the duration of the joint venture, including when it became effective, when it expires, and the basis for termination. The duration of the joint venture must include the complete VETS 2 period of performance.
  - ix. Requires the final original records be retained by the managing venturer upon completion of the VETS 2 contract;
  - x. Signature by a representative, with the authority to bind, from each member of the joint venture accepting all terms of the agreement.
5. The offeror must submit a completed Attachment J.P-6 identifying the company that performed each Relevant Experience Project, the performing company's relationship to the offer and their current SDVOSB status. Current SDVOSB status is based on the representation made in Section K for the proposal.

Failure to provide the Government with the requested documentation establishing the joint venture will be considered a material nonconformity and will result in the Offer being rejected.

#### **L.5.1.3.2 Proposed Subcontractors, if applicable**

An offeror may agree with one or more other small businesses to have them act as its subcontractors under a potential VETS 2 award.

Offerors submitting a proposal that includes proposed subcontractors may submit a proposal under this solicitation subject to the following conditions:

1. The offeror and all proposed subcontractors must be registered in SAM.GOV and have a corresponding DUNS Number.
2. The offeror and all proposed subcontractors must represent as small businesses for NAICS 541512 within SAM.GOV.
3. An offeror with proposed subcontractors shall submit elements identified in Section L.5, Volumes 1 through 7 as follows:
  - Volume 1 - The offeror must fill out and submit the Representations and Certifications in Section K. Each proposed subcontractor must also submit their individual Representations and Certifications in Section K. All other elements submitted for Volume 1 must be in the name of the offeror.
  - Volume 2 - Relevant experience projects may be from the offeror or any proposed subcontractor.
  - Volume 3 - Past performance examples may be from the offeror or any proposed subcontractor.
  - Volume 4 - Any systems, certifications, and clearances claimed within section L.5.4 must be in the name of the offeror. Systems, certifications, and clearances held by proposed subcontractors will not be considered for scoring and shall not be submitted within the proposal.

- Volume 5 - Risk assessment elements are for the submitted proposal as a whole.
  - Volume 6 - The cost/price proposal shall be for the offeror. Specific subcontractors and separate subcontractor pricing shall not be included in the cost/price proposal.
  - Volume 7 - Financial responsibility documents required by Volume 7 must be submitted for the offeror and each proposed subcontractor.
4. The offer must submit a Subcontractor Letter of Commitment for each proposed subcontractor. The Government also has the right to accept those letters of commitment at face value. The intended use of such letters is to support Government validation of any subcontractor experience or past performance an offering prime identifies in response to this solicitation. The Government will not consider experience or past performance from subcontractors identified by offerors for which there is not a conforming Subcontractor Letter of Commitment. The information identified below is required for any Subcontractor Letter of Commitment to be deemed conforming, and no other information contained therein will be considered:
- i. A statement of commitment by the proposed subcontractor to support the offeror in performance of VETS 2 task orders.
  - ii. A statement by the proposed subcontractor authorizing use of their relevant experience and past performance in support of the offering prime contractor's VETS 2 proposal.
  - iii. A statement of understanding that at least 50 percent of the cost of personnel for contract performance will be spent for employees of the offeror or employees of other service-disabled veteran-owned small business concerns in accordance with FAR 52.219-27.
  - iv. Offering prime contractor's legal name and DUNS number
  - v. Proposed subcontractor's legal name and DUNS number
  - vi. Name, phone number, and email address of the subcontractor's representative able to validate the letter's content
  - vii. Signature of a representative with the authority to bind the proposed subcontractor.
5. The offeror must submit a completed Attachment J.P-6 identifying the company that performed each Relevant Experience Project, the performing company's relationship to the offer and their current SDVOSB status. Current SDVOSB status is based on the representation made in Section K for the proposal.

Identification of proposed subcontractors does not result in consent of them for any particular task order; rather it addresses this evaluation factor. Consenting to specific subcontractors will still be needed on individual task orders when required by the Ordering Contracting Officer consistent with FAR 44.2.

#### **L.5.1.4 Professional Employee Compensation Plan**

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

Task orders under this contract may be subject to FAR 52.222-46, Evaluation of Compensation for Professional Employees.

For the VETS 2 GWAC, the Offeror shall submit a Professional Employee Compensation Plan that addresses the Offeror's methodology for determining salaries and fringe benefits for their professional employees in preparation of future task order requirements under the VETS 2 GWAC.

The professional employee compensation plan will be incorporated by reference into any resulting VETS 2 GWAC.

#### **L.5.1.5 Uncompensated Overtime Policy**

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

Task orders may be subject to FAR 52.237-10, Identification of Uncompensated Overtime when services to be required are on the basis of the number of hours to be provided.

For the VETS 2 GWAC, the Offeror shall submit their policy for addressing uncompensated overtime consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours in preparation of future task order requirements under this contract.

The uncompensated overtime policy will be incorporated by reference into any resulting VETS 2 GWAC.

#### **L.5.1.6 Representations and Certifications**

The Offeror shall complete and submit all Representations and Certifications in accordance with the instructions in Section K.

### **L.5.2 VOLUME 2 - RELEVANT EXPERIENCE**

Relevant Experience is based on past experience performing within the five identified performance areas relevant to the scope of VETS 2.

The evaluation of relevant experience is tied solely to the projects submitted under Section L.5.2.2. The Offeror shall document and attach verification documents in accordance with L.5.2.2.1.1 by utilizing Attachment J.P-7, “Relevant Experience Project Template”. Any other format will be rejected as a material non-conformity. NOTE: The Offeror must substantiate all the information through one of the two verification methods identified in Section L.5.2.2.1.1.

#### **L.5.2.1 Relevant Experience Project**

A Relevant Experience “**project**” is defined as (1) a single contract; (2) a single task order awarded under a Multiple Award contract (as defined below); (3) a single task order awarded under a master Single-Award Indefinite Delivery task order contract (Definite Quantity, Requirements, or Indefinite Quantity) contract (FAR 16.5); (4) a single task order placed under a Federal Supply Schedule contract (FAR 8.405-2); or (5) a single task order placed under a master Single Award Blanket Purchase Agreement (BPA)(FAR 8.405-3). When a Single-Award Indefinite Delivery task order contract’s requirements are well defined, for a specific purpose(s), and task orders are issued on a recurring basis, a collection of task orders placed under it may be combined and submitted as a single project.

Any combination of U.S. Federal Government, State Government, International Public Sector, and Non-Government projects awarded from the private sector can be submitted.

**Multiple-award contract** means a contract that is— (1) A Multiple Award Schedule contract issued by GSA (e.g., GSA Schedule Contract) or agencies granted Multiple Award Schedule contract authority by GSA (e.g., Department of Veterans Affairs) as described in FAR part 38; (2) A multiple-award task-order or delivery-order contract issued in accordance with FAR subpart 16.5, including Governmentwide acquisition contracts; or (3) Any other indefinite-delivery, indefinite-quantity contract entered into with two or more sources pursuant to the same solicitation.

For Government experience, “**Prime Contractor**” means the Contractor has privity-of-contract with the Government for all contractual obligations under a mutually binding legal relationship with the Government. In other words, when the Government awards a Contract to a Contractor, the Contractor is considered the “Prime Contractor.”

For example, “Prime Contractors” are identified as such on the cover page of contracts or task orders such as:

- Standard Form (SF) 1449 – Solicitation/Contract/Order for Commercial Items – (Block 17a identifies the Prime Contractor)
- SF 26 – Award/Contract – (Block 7 identifies the Prime Contractor)
- SF 33 – Solicitation, Offer, and Award – (Block 15A identifies the Prime Contractor)
- Department of Defense (DD) 1155 – Order for Supplies or Services (Block 9 identifies the Prime Contractor)
- Optional Form 307 – Contract Award (Block 7 identifies the Prime Contractor)
- GSA Form 300 – Order for Supplies and Services (Block 6 identifies the Prime Contractor)

For Commercial experience, work contracted with and performed directly for the end-user is considered work as the “Prime Contractor”.

For Relevant Experience, work performed as a “**Subcontractor**” means the Contractor does not have privity-of-contract with the end-user, but has privity-of-contract with the Prime Contractor or another Subcontractor. While a project performed as a subcontractor will likely be part of a larger project, only the work identified in the specific subcontract may be utilized for scoring as a relevant experience project.

### **L.5.2.2 Relevant Experience**

Using the Relevant Experience Project Template, in accordance with the instructions herein and Attachment J.P-7, the offeror may submit up to ten (10) relevant experience projects.

The submitted relevant experience projects must meet the following minimum conditions:

1. Each project must have been for the performance of one of the Performance Areas listed in L.5.2.2.7 Relevant Experience Performance Areas. The Relevant Experience Performance Areas are associated with relevant IT Based NAICS codes. The Performance Area claimed must have been the principal purpose of the project.
2. No project may be used more than once.

3. Each Relevant Experience Project must be ongoing or have been completed within 5 years from the date proposals are due. Each project must have at least one year of performance unless one of the following situations exist:
  - a. The project had a base period of performance less than one year and that period of performance is complete.
  - b. The project has an Interim or a Final CPARS.
  - c. The project has a completed Award Fee Determination.
  
4. No Individual Project Value shall be less than \$500,000. Note: Project value for completed projects is determined by the total obligated dollars. Project value for ongoing projects is determined based on the total estimated value (inclusive of all option periods). If a project is a “collection of task orders” placed under a Single-Award IDIQ task order contract or Single-Award BPA, the project value will be the sum of all task orders based on the methods above being applied to each individual task order.

#### **L.5.2.2.1 Relevant Experience Project Submission**

For each Relevant Experience Project claimed, offerors must submit Attachment J.P-7, Relevant Experience Project Template, with the following information:

- Contractor Name
- Contract Number
- Order Number, if applicable
- Project Title
- Customer
- Total Period of Performance (including options)
- Project Value
- Was the project a task order awarded against a multiple award Federal Government contract?
- Did the project involve work at a foreign location?
- Funding Agency ID
- Was the project performed as the Prime Contractor?
- Relevant Experience Project Identifier
- Claimed NAICS/Performance Area
- Description of the work performed relevant to the Performance Area being claimed
- Contact information (Name, Title, Agency/Company, Phone, and Email) of the agency/company point of contact with cognizance over the project
- Contact information of the COR/COTR if the COR/COTR is providing signature verification

#### **L.5.2.2.1.1 Verification of Relevant Experience Submission**

In order to receive points for each submitted Relevant Experience Submission, offerors must provide verification of information included on the J.P-7, Relevant Experience Project Template, by one of the following methods:

1. Federal Procurement Data System - Next Generation (FPDS-NG) Report that provides verification of all information included in Part I of the Attachment J.P-7, Relevant Experience Project Template. (If multiple FPDS-NG reports are available for a single project, the most recent report shall be submitted)

2. If an FPDS-NG Report for the project is not available, or information within the report does not provide appropriate verification for all claimed scoring elements, i.e., the NAICS being claimed was not the NAICS entered in FPDS-NG, all three of the following verification documents must be included:
  - a. The completed Attachment J.P-7, Relevant Experience Project Template, must be signed by the Contracting Officer, Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR) with cognizance over the submitted project. For a commercial project, the completed Attachment J.P-7, Relevant Experience Project Template, must be signed by a Corporate Officer of the commercial entity with cognizance over the submitted project. For a project performed as a subcontractor, the completed Attachment J.P-7, Relevant Experience Project Template, must be signed by a Corporate Officer of the Prime Contractor (or higher tier subcontractor) with cognizance over the submitted project.
  - b. Copy of original contract award form, this may include the following:
    - Standard Form (SF) 1449 – Solicitation/Contract/Order for Commercial Items – (Block 17a identifies the Prime Contractor, Block 9 identifies the U.S. Federal Government Agency, Block 3 identifies the Award/Effective Date, and Block 31c identifies the date the Contracting Officer signed)
    - SF 26 – Award/Contract – (Block 7 identifies the Prime Contractor, Block 5 identifies the U.S. Federal Government Agency, Block 3 identifies the Effective date, and Block 20C identifies the date the Contracting Officer signed)
    - SF 33 – Solicitation, Offer, and Award – (Block 15A identifies the Prime Contractor, Block 7 identifies the U.S. Federal Government Agency, and Block 28 identifies the date the Contracting Officer awarded/signed)
    - Department of Defense (DD) 1155 – Order for Supplies or Services (Block 9 identifies the Prime Contractor, Block 6 identifies the U.S. Federal Government Agency, Block 3 identifies the date of Order, and Block 24 identifies the Contracting Officer signature)
    - Optional Form 307 – Contract Award (Block 7 identifies the Prime Contractor, Block 5 identifies the U.S. Federal Government Agency, Block 2 identifies the Effective date, and Block 15C identifies the date the Contracting Officer signed)
    - GSA Form 300 – Order for Supplies and Services (Block 6 identifies the Prime Contractor, Block 10 identifies the U.S. Federal Government Agency, Block 1 identifies the Date of Order, and Block 26C identifies the date the Contracting Officer signed)
    - Other Official Government Award Form not identified above (Must explicitly identify the Contractor, Government Agency, Order Number, Dollar Value, and the date the Contracting Officer awarded/signed)
    - Non-Government Award Form (Must explicitly identify the Contractor, Non-Government Customer, Dollar Value, and the date the customer awarded/signed)
  - c. Copy of Contract Statement of Work - the Statement of Work from the contract that describes the general scope, nature, complexity, and purpose of the supplies or services the customer acquired under the contract.

#### **L.5.2.2.2 Relevant Experience Project in Foreign Locations**

For a maximum of one (1) relevant experience project submitted under L.5.2.2, the Offeror will receive additional points if the project included services performed at a foreign location.

For this scoring element, a foreign location is defined as being outside of the United States the Commonwealths of Puerto Rico and the Northern Mariana Islands, Guam, and U.S. territories and possessions.

This must be indicated by checking the appropriate box on Attachment J.P-7, Relevant Experience Project Template, and by identifying the foreign location within the description field of the Attachment J.P-7, Relevant Experience Project Template, of which foreign location(s) work was performed. Verification must also be provided by either attaching the FPDS Report that indicates a foreign location as the Place of Performance or by authorized signature as described in L.5.2.2.1.1.

#### **L.5.2.2.3 Relevant Experience Project Representing a Task Order against a Multiple-Award Contract**

For each relevant experience project submitted under L.5.2.2, the Offeror will receive additional points if the project is a task order against a multiple-award Federal Government contract. This additional scoring is only available for relevant experience projects performed as a prime contractor to the Federal Government.

This must be indicated by checking the appropriate box on Attachment J.P-7, Relevant Experience Project Template. Verification must also be provided by attaching:

- The FPDS Report for the multiple-award contract that indicates “Multiple-Award IDV” within the “Multiple Or Single Award IDV” field and
- The FPDS Report for the task order that demonstrates the claimed project was a task order against the multiple-award contract. The multiple-award contract number must be listed in the “Referenced IDV” field.

#### **L.5.2.2.4 Relevant Experience Project Demonstrating Management of Larger Value Projects**

For each relevant experience project submitted under Section L.5.2.2, the Offeror will receive additional points if the project value meets or exceeds the following:

1. Project value greater than or equal to \$2 Million, but less than \$6 Million
2. Project value greater than or equal to \$6 Million

This must be indicated by completing the appropriate box on Attachment J.P-7, Relevant Experience Project Template. Verification must also be provided by either:

- attaching the most recent FPDS Report that indicates the claimed project value, either through Total Action Obligations for a completed project or through Total Base and All Options Value for an ongoing project or
- attaching the Award Form and any subsequent modifications that indicate the claimed project value.

Note: Project value for completed projects is determined by the total obligated dollars. Project value for ongoing projects is determined based on the total estimated value (inclusive of all option periods). If a project is a “collection of task orders” placed under a Single-Award IDIQ task order contract or Single-Award BPA, the project value will be the sum of all task orders based on the methods above being applied to each individual task order. (If the maximum project value is achieved without submitting all the task orders that have been awarded, then only submit those task orders that achieve the maximum results for Project Value)

**L.5.2.2.5 Relevant Experience Projects Demonstrating Experience with Multiple Federal Government Customers**

The Offeror will receive additional points for demonstrating experience with more than one Federal Government Customer. This additional scoring is only available for relevant experience projects performed as a prime contractor to the Federal Government.

Federal Government Customer is determined by the Funding Agency ID identified within the FPDS Report.

For example, one relevant experience project with Funding Agency ID 4732 (GSA/Federal Acquisition Service) and another relevant experience project with Funding Agency ID 2100 (Department of the Army) would qualify as two Federal Government Customers. Submitting two relevant experience projects with Funding Agency ID 4732 (GSA/Federal Acquisition Service) would only qualify as one Federal Government Customer and the second project with the same Funding Agency ID would not meet the requirements of this section for additional scoring.

The Funding Agency ID must be indicated in the appropriate box on Attachment J.P-7, Relevant Experience Project Template. Verification must also be provided by attaching the FPDS Report that indicates the claimed Funding Agency ID.

**L.5.2.2.6 Breadth of Relevant Experience Performance Areas**

The offeror will receive additional points for each additional Relevant Experience Performance Area with demonstrated relevant experience.

Scoring for this element is only available through the projects submitted under L.5.2.2 by demonstrating relevant experience in multiple Relevant Experience Performance Areas listed in L.5.2.2.7. For example, submitting one relevant experience project demonstrating experience in Custom Computer Programming Services and a different project demonstrating experience in Computer Systems Design Services would qualify as two Performance Areas. Submitting two projects representing Computer Systems Design Services would only qualify as one Performance Area and those two projects alone would not meet the requirements of this section for additional scoring.

**L.5.2.2.7 Relevant Experience Performance Areas**

NAICS	NAICS Title / Performance Area	Description
518210	Data Processing, Hosting, and Related Services	This performance area comprises projects primarily engaged in providing infrastructure for hosting or data processing services. These projects may provide specialized hosting activities, such as web hosting, streaming services or application hosting; provide application service provisioning; or may provide general time-share mainframe facilities to clients. Data processing projects provide complete processing and specialized reports from data supplied by clients or provide automated data processing and data entry services.
541511	Custom Computer Programming Services	This performance area comprises projects primarily engaged in writing, modifying, testing, and supporting software to meet the needs of a particular customer.
541512	Computer Systems Design Services	This performance area comprises projects primarily engaged in planning and designing computer systems that integrate computer hardware, software, and communication technologies. The hardware and software components of the system may be provided as part of integrated services. These projects often include installation of the system and training and supporting users of the system.
541513	Computer Facilities Management Services	This performance area comprises projects primarily engaged in providing on-site management and operation of clients' computer systems and/or data processing facilities. Projects providing computer systems or data processing facilities support services are included in this performance area.
541519	Other Computer Related Services	This performance area comprises projects primarily engaged in providing computer related services (except custom programming, systems integration design, and facilities management services). Projects providing computer disaster recovery services or software installation services are included in this performance area.

The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. Additional information is available at:

<http://www.census.gov/eos/www/naics/index.html>

### **L.5.3 VOLUME 3 –PAST PERFORMANCE**

Past performance will be evaluated using projects submitted under L.5.2.2 Relevant Experience. A past performance assessment must be submitted for three of the relevant experience projects submitted under L.5.2.2. Offerors must identify the three projects being utilized for past performance on the J.P-5 Document Verification and Self Scoring Worksheet. Acceptable forms of past performance assessments are detailed below in L.5.3.1 and L.5.3.2.

Only in the event PPIRS information is not available will an Offeror be allowed to submit Attachment J.P-8, Past Performance Rating Form, as a substitute Past Performance Survey. If PPIRS information is available for any selected past performance relevant experience project, it **must** be used for the Past Performance evaluation.

#### **L.5.3.1 Past Performance (PPIRS information exists)**

If the Government has interim or final ratings in PPIRS, the Offeror shall provide a copy of this rating with their proposal. The Government will retrieve past performance information from the PPIRS database that links to the Contractor Performance Assessment Reporting System (CPARS) in order to validate the Offeror's submission. For the purposes of this solicitation, the final past performance information will be used on a relevant experience project. If a final rating is not available, the most **current** past performance information will be used. Offerors are responsible for verifying whether past performance ratings exist in the PPIRS database prior to using Past Performance Surveys.

#### **L.5.3.2 Past Performance (PPIRS information does not exist)**

If the Government has not finalized past performance ratings in the PPIRS database that links to CPARS; or, if the project(s) are considered Non-U.S. Federal projects; the Offeror shall submit a Past Performance Survey using the template in Attachment J.P-8, "Past Performance Rating Form". No other format or additional proposal documentation will be considered.

Using the Past Performance Rating Form in Attachment J.P-8, the Offeror shall provide the survey directly to each of the references. The Past Performance Rating Form must be completed and signed by a Warranted Contracting Officer with cognizance over the submitted project. For a commercial project, the Past Performance Rating Form must be completed and signed by a Corporate Officer of the customer with cognizance over the submitted project.

The Offeror shall instruct each rater to send a completed form directly back to the Offeror.

The Offeror must submit all Past Performance Rating Forms, as applicable, with their proposal submission.

In the event the evaluation team discovers misleading, falsified, and/or fraudulent past performance ratings, the Offeror shall be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

### **L.5.3.3 Negative Past Performance Narrative (Optional)**

The offeror may submit a one-page narrative for each project being utilized for past performance to provide information on problems encountered on the submitted projects and the offeror's corrective actions. This submission is not required but may be included to address past performance assessments where the majority of rating elements are below satisfactory. The Government will consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance.

## **L.5.4 VOLUME 4 – SYSTEMS, CERTIFICATIONS, AND CLEARANCES**

The following Systems, Certifications, and Clearances are not minimum or mandatory requirements; however, Offeror's who demonstrate having these Systems, Certifications, and Clearances within their proposal will be considered more favorably. See Section M.6., Scoring Table.

### **L.5.4.1 Cost Accounting System and Audit Information**

If claiming credit for this scoring element, the Offeror must provide verification from the Defense Contract Audit Agency (DCAA), Defense Contract Management Agency (DCMA), or any Cognizant Federal Agency (CFA) of an acceptable accounting system that has been audited and determined adequate for determining costs applicable to the contract or order in accordance with FAR 16.301-3(a)(3). The offeror must certify that there have been no material changes to the accounting system since the last audit of its accounting system.

Offerors shall provide the name, address, phone number, and email of the representative at their cognizant DCAA and DCMA Offices or CFA and submit, if available, a copy of a Pre-Award Survey of Prospective Contractor Accounting System (SF 1408). If the SF 1408 is not available, the offeror must submit a letter received from the auditing agency, on auditing agency letterhead, from DCAA, DCMA, or CFA indicating unequivocally that the offeror's accounting system was audited and determined adequate for cost reimbursement contracting. If both the SF 1408 and auditing agency letter exist, submit both with the offer.

GSA's GWAC Program Office will not sponsor a "Pre-Award Survey of Prospective Contractor Accounting System" or an Adequacy determination on behalf of any Offerors for scoring purposes.

### **L.5.4.2 CMMI Certification**

If claiming credit for this scoring element, the Offeror must provide verification of a current CMMI-Development or CMMI-Services Certification at Maturity Level 2 or higher. Verification requirements include a copy of the Appraisal Disclosure Statement resulting from a SCAMPI A appraisal (not SCAMPI B or C) as proof and demonstration of credentialing. The Offeror shall provide POC information that includes the name of the Certification body and name, phone number, and email of the representative who provided the CMMI appraisal.

The Offeror shall only receive points for certifications at the highest level achieved. For example, if points are claimed for Maturity Level 3, points cannot be claimed for Maturity Level 2.

#### **L.5.4.3 ISO 9001 Certification**

If claiming credit for this scoring element, the Offeror must provide verification of a current ISO 9001:2008 or 9001:2015 Certification. Verification requirements include a copy of the Offeror's official ISO 9001:2008 or 9001:2015 Certification of Conformity/Conformance. The Offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 9001 Certification.

#### **L.5.4.4 ISO 20000 Certification**

If claiming credit for this scoring element, the Offeror must provide verification of a current ISO 20000 Certification. Verification requirements include a copy of the Offeror's official ISO 20000 Certification of Conformity/Conformance. The Offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 20000 Certification.

#### **L.5.4.5 ISO/IEC 27001:2013**

If claiming credit for this scoring element, the Offeror must provide verification of a current ISO 27001:2013 Certification. Verification requirements include a copy of the Offeror's official ISO 27001:2013 Certification of Conformity/Conformance. The Offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 27001:2013 Certification.

#### **L.5.4.6 Facility Clearance Level (FCL)**

If claiming credit for this scoring element, the Offeror must identify their Government Facility Clearance Level (FCL) on the Document Verification and Self Scoring Worksheet in Attachment J.P-5.

Offerors shall submit a letter signed by their Facility Security Officer identifying the Offeror's CAGE code, Facility Clearance Level (FCL) and cognizant security office, such as the Defense Security Service (DSS) Office, verifying that a facility clearance (secret, top secret, or higher) has been granted. GSA will verify the claimed FCL with DSS. GSA will not sponsor Offerors for any type of security clearances.

## **L.5.5 VOLUME 5 – RISK ASSESSMENT**

### **L.5.5.1 Organizational Risk Assessment**

Within the J.P-5 Document Verification and Self Scoring Worksheet, the offeror shall identify if it has previously performed in the same business arrangement as proposed.

A “business arrangement”, for the purposes of this evaluation factor, is defined as 1) an individual company (that is not proposing as part of a joint venture or with a team of subcontractors), 2) a joint venture, or 3) a prime contractor and its proposed team of subcontractors.

A business arrangement is considered to have previously performed if

1. An individual company has previously performed on a contract or order as itself
2. A joint venture has previously performed on a contract or order
3. Each proposed subcontractor has previously performed on a contract or order as a subcontractor to the offering prime contractor.

No additional verification is required for an individual company offering as itself.

Previous performance for joint ventures, or a prime contractor with a proposed team of subcontractors, must be verified through submission of

- the contract or order for which the work was performed and
- evidence of the business arrangement such as
  - a joint venture agreement that identifies all members or
  - a copy of the subcontract(s)

Scoring for this element is only available for demonstrating that the offeror has previously performed in the proposed business arrangement.

### **L.5.5.2 Limitations on Subcontracting Compliance Risk**

Within the J.P-5 Document Verification and Self Scoring Worksheet, the offeror shall identify if at least 50% of the projects submitted under L.5.2.2 Relevant Experience were performed by the offeror itself or another entity that is currently a service disabled veteran owned small business concern.

To receive scoring for this element, an offeror must demonstrate at least 50% of the projects submitted under L.5.2.2 Relevant Experience were performed by the offeror itself or another entity that is currently a service disabled veteran owned small business concern.

If submitting as an individual company, no additional verification is needed to claim this scoring. If submitting as a joint venture or as a team with proposed subcontractors, the current SDVOSB status of the company providing each relevant experience project must be identified on Attachment J.P-6.

Current SDVOSB status is based on the representation made in Section K for the proposal.

## **L.5.6 VOLUME 6 – COST/PRICE**

### **L.5.6.1 Basis of Estimate**

While the PCO anticipates that pricing for this acquisition will be based on adequate price competition and therefore does not require submission or certification of cost or pricing data, Offerors are cautioned to provide clear and concise explanations of their pricing methodology and their labor and burden estimating practice. Offerors are cautioned against unbalanced and unrealistic pricing.

The Basis of Estimate shall only encompass the “Continental United States (CONUS),” defined as the 48 contiguous states plus the District of Columbia, and should reflect a clear understanding of work to be performed, take into account differences in skills, the complexity of various disciplines, and professional job difficulty.

(a) Offerors shall submit the following statement:

This proposal reflects our estimates and/or actual costs of the date of proposal submission. By submitting this proposal, we grant the PCO and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3.

(b) Offerors shall submit supporting documentation for the basis of direct labor and each indirect cost consistent with their organization’s cost accounting systems and, if applicable, provisional billing rates and forward pricing rate agreements. If an Offeror does not currently have employees to fulfill the duties under a labor category or labor categories, the Offeror must explain its methodology for establishing Prime Contractor labor rates for such categories. Identifying specific subcontractors and separate subcontractor pricing shall not be included in the Basis of Estimate.

**(1) Direct Labor –**

(i) Offerors shall state the methodology used in computing the direct labor rate composite and explain how the proposed direct labor rates were derived. CAUTION: See L.5.6.2.1 for information pertaining to this topic.

**(2) Indirect Costs –**

(i) Offerors shall state the methodology used in computing their organization’s indirect costs (i.e., Fringe Benefits, Overhead, and G&A), applied to Direct Labor and explain how the indirect costs were derived.

(ii) Offerors shall state the methodology used in computing their organization’s indirect costs (i.e., G&A, and/or material handling, and/or subcontract handling), applied to Other Direct Costs (i.e., Subcontracts, Materials, and Travel) and explain how the indirect costs were derived. CAUTION: See L.5.6.2.2 for information pertaining to this topic.

**(3) Profit –**

(i) Offerors shall state the methodology used in computing their organization’s proposed profit and explain how profit was derived. CAUTION: See L.5.6.2.2 for information pertaining to this topic.

(ii) Offerors shall answer the following question: *Is this proposal consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles?* If not, provide an explanation.

### L.5.6.2 Cost/Price Methodology and Instructions

For Cost/Price proposals, Offerors shall use the Microsoft Excel Spreadsheet in Attachment J.P-9, entitled, "Cost/Price Template", which consists of 15 years of Government-Site (Tab 1) and 15 years of Contractor-Site pricing (Tab 2). These 15 years consist of the 5 year base and 5 year option period of the VETS 2 GWAC, plus an additional 5 years to cover any task order that has a term beyond the Base Term plus the Option.

The Offeror shall propose ceiling rates for T&M/L-H task orders by completing the Cost/Price Template as instructed in L.5.6.2.3. These ceiling rates are to be based upon the highest qualified employee within a given labor category, working in the highest paid area within CONUS, on a highly complex requirement, excluding Top Secret/SCI/or higher.

**Offerors shall only provide the ceiling rates for Year 1 of the contract.** Ceiling rates for Years 2 through 15 (which includes the years 2 through 5 of the initial base period, the 5-year option period, and the additional 5 years of potential task order performance) will automatically be calculated for each labor category by an escalation factor embedded in the spreadsheet. **Offerors shall not change the escalation factor in the spreadsheet.** This escalation factor is determined by the Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) and is based on the average annual BLS ECI for the previous three years from the date the VETS 2 solicitation is issued. The current BLS ECI 3 year average is 1.73%. As indicated in Section B.8.4, an economic price adjustment will be made for the option period pricing utilizing the average annual BLS ECI for the previous three years from the date of the option period start date.

In accordance with Section B.8.4, VETS 2 will only establish maximum rates for T&M/LH task orders/CLINs, therefore, the proposed maximum rates do not apply to fixed-price or cost-reimbursement type task orders. The OCO has the flexibility to exceed these rates, but are cautioned only to do so when justified, such as for requirements requiring special security clearance or OCONUS related work.

#### L.5.6.2.1 Direct Labor Rates

Direct Labor Rates are labor rates that are not burdened with indirect rates such as Fringe Benefits, Overhead, General and Administrative expenses, and/or Profit.

As provided in Attachment J.P-10, "Direct Labor Rate Ranges", for each VETS 2 labor category that was mapped to a Standard Occupational Classification (SOC) System occupation, the BLS provides a National 50<sup>th</sup> Percentile estimate, a National 75<sup>th</sup> Percentile estimate, and a National 90<sup>th</sup> Percentile estimate for direct labor rates. Also identified are the States where each occupation is paid the highest. The BLS also provides a State 50<sup>th</sup> Percentile estimate, a State 75<sup>th</sup> Percentile estimate, and a State 90<sup>th</sup> Percentile estimate for each SOC in each state in the United States. The BLS caps direct labor rates at \$90/hour, however, where the \$90/hour cap was found, mathematical extrapolation was performed to calculate direct labor guidelines.

For most of the VETS 2 labor categories in Attachment J.P-10, the "low" end of the direct labor rate range is the National estimate and the "high" end of the direct labor rate range is the estimate data for the State identified as the highest paid.

While Offerors are free to submit whatever direct labor rates they see fit, Offerors are encouraged to propose a direct labor rate for each VETS 2 labor category within the ranges provided in Attachment J.P-

10. If the Offeror's proposed direct labor rate is either lower or higher than the provided range, the Offeror's pricing may be deemed to not be fair and reasonable.

**Caution:** Offerors are strongly advised to provide clear and convincing rationale to support a lower or higher direct labor rate than the ranges in Attachment J.P-10, otherwise the proposed direct labor rate will not be considered fair and reasonable and the Offeror would not be eligible for award regardless of technical score.

**L.5.6.2.2 Indirect Rates/Profit**

For each Indirect rate, Offeror's shall propose indirect rates according to their most current DCAA/DCMA approved billing rates and/or forward pricing rate recommendations and/or agreements, if available. If an Offeror does not have DCAA/DCMA approved billing rates and/or forward pricing rate recommendations and/or agreements, Offerors should provide indirect rates generated from their acceptable accounting system.

**Caution:** Offerors are strongly advised to provide clear and convincing rationale to support indirect rates not generated from their acceptable accounting system, otherwise the proposed indirect rate may not be considered fair and reasonable and the Offeror may not be eligible for award regardless of technical score.

For Profit, Offeror's shall consider the risk under a T&M/L-H type task order.

**Caution:** Offerors are strongly advised to provide clear and convincing rationale to support a profit rate that **exceeds 7.5%** otherwise the proposed profit rate may not be considered fair and reasonable and the Offeror would not be eligible for award regardless of technical score.

**L.5.6.2.3 Cost/Price Template Instructions**

The following instructions apply for completion of the Cost/Price Template provided in Attachment J.P-9. Offerors are reminded that they must complete both tabs, Government Site and Contractor Site.

Enter the Offeror Name in Row 4. For each labor category, the Offeror shall provide a cost element breakdown of Direct Labor, Fringe Benefits, Overhead, General and Administrative (G&A), and Profit that provides a single loaded hourly labor maximum rate.

All percentages and rates shall be rounded to two decimal places.

Column A	This column is restricted. Offerors shall not make entries in this column. This column contains the Labor ID# for Government-Site work and for Contractor-Site work.
Column B	This column is restricted. Offerors shall not make entries in this column. This column contains the Labor Category Description. Definitions to these labor categories are provided in Attachment J-2.
* Column C	Enter direct labor rates for each labor category listed in Column B. Direct labor rate ranges are provided in Attachment J.P-10.

* Column D	Enter the Fringe Benefits percentage under Column D, Row 8.
* Column E	Enter the Overhead percentage under Column E, Row 8.
* Column F	Enter the G&A percentage under Column F, Row 8.
* Column G	Enter the Profit percentage under Column G, Row 8.
* Column's H through V	These columns are restricted. Offeror's shall not make entries in this column. The escalation factor is based on the average annual Bureau of Labor Statistics Employment Cost Index for the previous three years at the time the final solicitation is posted in fbo.gov. The Offeror shall not make any changes to the cost index (See Section B.8.4).

\* **Note:** Offeror's with a different indirect rate structure than that identified in Columns D through F may adjust their columns accordingly. Furthermore, Offeror's with a different indirect structure for certain labor categories may adjust the rows and columns accordingly. For example, if an Offeror adds Facilities Capital Cost of Money to their indirect structure and columns H through V becomes columns I through W that is acceptable.

#### **L.5.7 VOLUME 7 – RESPONSIBILITY**

To be eligible for award, the Offeror must submit the following information under Volume 7 – Responsibility.

In accordance with FAR Part 9, Offerors that are not deemed responsible will not be considered for award. A satisfactory record of integrity and business ethics is required.

In making the determination of responsibility, information in the Federal Awardee Performance and Integrity Information System (FAPIIS), exclusions denoted in the System for Award Management (SAM) - Offeror's Representations and Certifications, the Offeror's qualification and financial information (GSA Form 527), and any other pertinent data will be considered.

##### **L.5.7.1 Financial Resources**

To be determined responsible, a prospective Contractor must have adequate financial resources to perform the contract, or the ability to obtain them.

The Offeror shall complete and submit a GSA Form 527, Contractor's Qualification and Financial Information, Attachment J.P-11. If the fill in portion of the form does not accommodate your information, please manually write in the required information. **All** forms must be signed by an authorized official at the bottom of page 6.

For Offerors proposing as a joint venture, the GSA Form 527 and all attachments must be provided by all members of the joint venture.

For Offerors proposing subcontractors, the GSA Form 527 and all attachments must be provided by the Offeror and all proposed subcontractors. Determinations of prospective subcontractor responsibility may affect the Government's determination of the prospective prime contractor's responsibility.

The following instructions are provided for the GSA Form 527 and attachments.

**NOTE: The GWAC PCO may provide the information to GSA financial analysts who may contact an Offeror after their initial financial review for clarification or additional information, if necessary.**

### Section I – General Information

- Complete all applicable sections
- **Block 1A:** This is the full name of the legal bidding entity that will be signing the contract with GSA as submitted on the SF Form 33. **This must match the Articles of Incorporation/Organization and/or Name Change Amendments that are filed with the State that identify the current Legal Name of the Company. Otherwise, the entire form may be rejected.**
- **Block 6:** This is asking whether the legal bidding entity uses a DBA, trade name, fictitious name trademark, etc., for business purposes.
- **Block 13:** Non-disclosure of this information is a more significant negative factor than not reporting the items listed.

### Section II - Government Financial Aid and Indebtedness

- Please complete all applicable sections.
- You must answer 14A, 14B, 15A and 16.

### Section III – Financial Statements and Section IV Income Statements

- Block 20: Check the applicable boxes to show whether the figures are in "Actual", "Thousands" or "Millions."
- **Blocks 24-28: Submit the last full fiscal year statement and subsequent interim statements. You must attach the financial and interim statements rather than write the figures on the GSA Form 527 – Page 2.** Make sure that the full name of the legal bidding entity or parent is in the heading of the financial statements. In addition, the completed Balance Sheet dates and the complete dates of the period covered by the Income Statement must correspond to the Offeror's fiscal year cycle.
- \*NOTE: To those who use QuickBooks software\*

The Income Statement defaults to a month/year format for all versions of this software that precedes 2009. The complete dates of the period covered by the Income Statement must be submitted (i.e. January 1, 2013 to December 31, 2014). In addition, the older versions show an account called "Opening Bal Equity" in the Balance Sheet's Equity section. Please determine what accounts those funds belong in and transfer them to the correct account.

**Section V – Banking and Finance Company Information**

- Please complete all applicable sections; however, if your company has a prepared list of bank and trade references, you may attach it to the GSA Form 527 instead of completing this section.

**Section VI – Principal Merchandise or Raw Material Supplier Information**

- Leave this Section Blank.

**Section VII – Construction/Service Contracts Information**

- Leave this Section Blank.

**Section VIII – Remarks**

- Provide remarks as applicable.

**Certification**

- The Name of Business must correspond to the official legal bidding entity on the SF 33.
- Provide Name, Title, Signature, and Date of Authorized Official.

**SECTION M  
EVALUATION FACTORS FOR AWARD**

**M.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/>

CLAUSE #	CLAUSE TITLE	DATE
52.217-5	Evaluation of Options	JUL 1990

(End of Provision)

**M.2 BASIS FOR AWARDS**

The source selection process on the VETS 2 GWAC will neither be based on the Lowest Price Technically Acceptable (LPTA) nor Tradeoffs. Within the best value continuum, FAR 15.101 defines best value as using any one or a combination of source selection approaches. For the Master Contract, the Highest Technically Rated Offerors with a Fair and Reasonable Price will determine the best value basis for contract awards.

The Highest Technically Rated, Fair and Reasonable Price approach will best achieve the objective of awarding contracts to Offerors of information technology services with qualities that are most important to GSA and its agency customers, including Past Performance, Relevant Experience, and Systems, Certifications and Clearances.

The GWAC Program will issue Multiple Awards to a maximum of 70 contractors, except in the case of a tie at the 70<sup>th</sup> position. Even if there is a single point difference between Offeror 70 and Offer 71, only the Offeror in the 70th position will receive an award. In the event of a tie at the maximum number 70 position, all Offerors tied at the 70<sup>th</sup> position will receive an award.

The Government will strictly enforce all of the proposal submission requirements outlined in Section L. Failure to comply with these requirements will result in an Offeror's proposal being rejected as being materially non-conforming to solicitation requirements.

The Government intends to award contracts without discussions. Initial proposals must contain the best offer. The Government may conduct clarifications, as described in FAR 15.306(a). The Government reserves the right to conduct discussions if determined necessary.

### **M.3 SCREENING AND EVALUATION PROCESS**

The first step in the evaluation process will be to order the offers from highest score to lowest score solely using the offeror's Document Verification and Self Scoring Worksheet (Attachment J.P-5).

At this point the evaluation team will establish the preliminary top 70, hereafter referred to as Top 70. A screening process of the Top 70 will commence to verify that a support document exists for all the evaluation elements in accordance with the Offeror's Document Verification and Self Scoring Worksheet submitted in accordance with Attachment J.P-5. Any discrepancies will be treated as clarifications.

The evaluation team will then initially verify that those top offerors, up to a maximum of 70 awards, have also met all of the Acceptability Review requirements in Section M.4 of the solicitation.

Any Offeror in the Top 70 based upon score, who fails the Acceptability Review, will be removed from consideration for award and notified, in writing, as soon as practicable. The next highest rated Offeror(s) (based upon score) who passes the Acceptability Review shall be added in the eliminated Offeror's place. Only Offerors who initially pass all the criteria in the Acceptability Review in accordance with Section M.4. shall be considered eligible for award.

Following the Acceptability Review screening, the evaluation team will then evaluate and verify the support documentation for each and every evaluation element that the Top 70 have stated in the Offeror's Document Verification and Self Scoring Worksheet (Attachment J.P-5).

In the event that an evaluation element claimed is unsubstantiated or otherwise not given credit for, the Offeror's preliminary score shall have the point value of the refuted evaluation element deducted and the Offeror will be re-sorted based upon the revised preliminary score. If the Offeror remains in the Top 70 the evaluation of the offer shall continue. If the Offeror does not remain in the Top 70, the evaluation for that offer will stop and the next highest rated Offeror (based upon score) who passes the Acceptability Review shall be added to the Top 70 and evaluation shall begin on that offer.

Once the Top 70 highest scored offers have been evaluated and validated, the evaluation team will then check to verify that these Offerors have proposed fair and reasonable pricing. In the event that an Offeror has not provided fair and reasonable pricing, the Offeror shall be eliminated from further consideration for award unless discussions are conducted. However, the VETS 2 GWAC CO plans on basing award on initial proposals and does not intend on conducting discussions as stated in Section M.2.

The evaluation process shall continue this cycle until the Top 70 apparent successful Offerors are identified that represent the highest technically rated offers (based on validated scores) with a fair and reasonable price. In the event of a tie at the position of number 70, all Offerors tied for this position shall receive a contract award. As stated in M.2 above, even if there is a single point difference between Offeror 70 and Offeror 71, only the Offeror in the 70th position will receive an award.

Once the Top 70 have been determined, evaluations will cease and contract awards will be issued. In the event the evaluation team discovers misleading, falsified, and/or fraudulent proposal information or support, the Offeror shall be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

#### **M.4 ACCEPTABILITY REVIEW**

Offerors that initially pass all the criteria in the Acceptability Review will be further evaluated in accordance with Section M.5, including the evaluation for fair and reasonable pricing in accordance with Section M.7.

Offerors who fail any of the criteria listed in the Acceptability Review will be removed from consideration for award and notified, in writing, as soon as practicable.

##### **M.4.1 VOLUME 1 – General**

The Offeror's SF 33, Document Verification and Self Scoring Worksheet, Joint Venture Agreement(if applicable), Subcontractor Letter(s) of Commitment (if applicable), Professional Employee Compensation Plan, and Uncompensated Overtime Policy will be evaluated on a pass/fail basis regarding whether the requested proposal submission information meets the criteria for the information requested in Section L.5.1 and is current, accurate, and complete.

#### **M.5 TECHNICAL EVALUATION**

The Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Sections L.5.2, L.5.3, L.5.4, and L.5.5.

Offerors who meet the acceptability review in accordance with Section M.4 will be evaluated for claimed points in accordance with the following Sections and Section M.6, Scoring Table.

##### **M.5.1 VOLUME 2 – Relevant Experience Projects**

###### **M.5.1.1 Relevant Experience**

For each relevant experience project submitted, the Offeror will receive points if the project demonstrates the claimed Performance Area, as described in Section L.5.2.2. The NAICS code associated to the project must correlate directly to the claimed Performance Area as identified in Section L.5.2.2.7.

No more than ten (10) projects may be submitted for Relevant Experience.

###### **M.5.1.1.1 Relevant Experience Project in Foreign Locations**

For a maximum of one (1) relevant experience project submitted, the Offeror will receive additional points if the project included services performed in a foreign location. See Section M.6., Scoring Table.

###### **M.5.1.1.2 Relevant Experience Project representing a Task Order against a Multiple-Award Indefinite-Delivery, Indefinite-Quantity Contract**

For each relevant experience project submitted under L.5.2.2, the Offeror will receive additional points if the project is a task order against a multiple-award Federal Government contract. This additional scoring is only available for relevant experience projects performed as a prime contractor to the Federal Government. See Section M.6., Scoring Table.

#### **M.5.1.1.3 Relevant Experience Project Demonstrating Management of Larger Value Projects**

For each relevant experience project submitted under Section L.5.2.2, the Offeror will receive additional points if the project value meets or exceeds the following:

1. Project value greater than or equal to \$2 Million, but less than \$6 Million
2. Project value greater than or equal to \$6 Million

#### **M.5.1.1.4 Relevant Experience Projects Demonstrating Experience with Multiple Federal Government Customers**

The offeror will be rated more favorably with additional points for the greater number of Customer Agencies with demonstrated relevant experience as described in L.5.2.2.5.

#### **M.5.1.1.5 Breadth of Relevant Experience Performance Areas**

The offeror will be rated more favorably with additional points for the greater number of Performance Areas with demonstrated relevant experience as described in L.5.2.2.6.

### **M.5.2 VOLUME 3 – Past Performance**

The Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L.5.3. The Offeror will be evaluated on a basis of demonstrating a positive record of past performance. Past performance will be considered from up to three past performance examples. The Government reserves the right to contact references for any submitted past performance example. Additional references may also be contacted if three past performance examples are not submitted.

For each relevant experience project where past performance assessments are considered, the Government will not assign a point value to an adjectival rating. However, Offerors that demonstrate positive past performance on each past performance example submitted will be scored in accordance with Section M.6., Scoring Table. Scoring for this factor is on an all or none basis.

Positive past performance is defined as each past performance example receiving a satisfactory or greater rating for the majority of rating elements.

The offeror will not be evaluated favorably or unfavorably on past performance in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available.

### **M.5.3 VOLUME 4 – Systems, Certifications, and Clearances**

If the Offeror chooses to submit Systems, Certifications, and Clearances, the Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L.5.4.

Offerors who have Systems, Certifications, and Clearances will receive additional points in accordance with Section M.6., Scoring Table.

All Systems, Certifications, and Clearances are not minimum or mandatory requirements; however, Offeror's who have these Systems, Certifications, and Clearances in place are considered more favorably in accordance with Section M.6, Scoring Table.

Certifications and clearances with multiple levels are not cumulative and shall only receive points for the highest level achieved, e.g., if the offeror has CMMI-Development Level 3 they would not receive points for CMMI-Development Level 2, only Level 3.

**M.5.4 VOLUME 5 – Risk Assessment**

**M.5.4.1 Organizational Risk Assessment**

As described in L.5.5.1, the offeror will be rated more favorably with additional points for demonstrating that it has previously performed in the proposed business arrangement. See Section M.6, Scoring Table.

**M.5.4.2 Limitation on Subcontracting Compliance Risk**

As described in L.5.5.2, the offeror will be rated more favorably with additional points for demonstrating at least 50% of the projects submitted under L.5.2.2 Relevant Experience were performed by the offeror itself or another entity that is currently a service disabled veteran owned small business concern. See Section M.6, Scoring Table.

**M.6 SCORING TABLE**

<b>VETS 2 PROPOSAL EVALUATION POINT VALUES</b>					
<b>Section</b>	<b>Element</b>	<b>Point Value</b>	<b>Number of Potential Occurrences</b>	<b>Total Max Points Per Element</b>	<b>Max Point Value</b>
<b>L.5.2.</b>	<b>VOLUME 2 – RELEVANT EXPERIENCE</b>				
<b>L.5.2.2</b>	<b>Relevant Experience:</b>				
	Relevant Experience Projects	3,500	10	35,000	<b>35,000</b>
<b>L.5.2.2.2</b>	<b>Foreign Projects:</b>				
	Project includes foreign work (Limited to 1 project for scoring purposes only)	350	1	350	<b>350</b>
<b>L.5.2.2.3</b>	<b>Task Order against a Multiple-Award Contract</b>				
	Project was a task order against a Multiple-Award Federal Government Contract	350	10	3,500	<b>3,500</b>
<b>L.5.2.2.4</b>	<b>Management of Larger Value Projects</b>				
	Project with a value greater than or equal to \$2 Million, but less than \$6 Million	250	10	2,500	
	Project with a value greater than or equal to \$6 Million	500	10	5,000	<b>5,000</b>
<b>L.5.2.2.5</b>	<b>Experience Working with Multiple Federal Government Customers</b>				
	Each Unique Customer Agency with Demonstrated Experience	350	9	3,150	<b>3,150</b>

<b>Breadth of Relevant Experience Performance Areas</b>					
L.5.2.2.6	Experience Demonstrated in Two Performance Areas	750	1	750	
	Experience Demonstrated in Three Performance Areas	1,500	1	1,500	
	Experience Demonstrated in Four Performance Areas	2,250	1	2,250	
	Experience Demonstrated in Five Performance Areas	3,000	1	3,000	<b>3,000</b>
<b>L.5.3</b>	<b>VOLUME 3 – PAST PERFORMANCE</b>				
L.5.3.1 through L.5.3.3	<b>Past Performance:</b>				
	Past Performance	20,000	1	20,000	<b>20,000</b>
<b>L.5.4</b>	<b>VOLUME 4 – SYSTEMS, CERTIFICATIONS, AND CLEARANCES</b>				
L.5.4.1	<b>Systems:</b>				
	Cost Accounting System	5,000	1	5,000	<b>5,000</b>
L.5.4.2 through L.5.4.5	<b>Industry Certifications:</b>				
	<b>CMMI - SELECT HIGHEST LEVEL APPLICABLE</b>				
	CMMI - SVC or DEV - LEVEL II	1,250	1	1,250	
	CMMI - SVC or DEV - LEVEL III OR GREATER	2,500	1	2,500	<b>2,500</b>
	<b>ISO - SELECT ALL APPLICABLE</b>				
	ISO 9001	2,500	1	2,500	
	ISO 20000	2,500	1	2,500	
	ISO 27001:2013	2,500	1	2,500	<b>7,500</b>
L.5.4.6	<b>Government Facility Clearances:</b>				
	Secret	2,500	1	2,500	
	Top Secret	5,000	1	5,000	<b>5,000</b>
<b>L.5.5</b>	<b>VOLUME 5 – RISK ASSESSMENT</b>				
L.5.5.1	Organizational Risk Assessment	5,000	1	5,000	<b>5,000</b>
L.5.5.2	Limitations on Subcontracting Compliance Risk	5,000	1	5,000	<b>5,000</b>
<b>TOTAL POSSIBLE PTS:</b>					<b>100,000</b>

## **M.7 VOLUME 6 – COST/PRICE**

The Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L.5.6.

The Offerors' cost/price proposal will be used to determine whether the Maximum Rates proposed for each labor category are fair and reasonable in order to establish ceiling rates for Time-and-Material/Labor-Hour contract types in accordance with Section B.8.4.

For each proposed direct labor rate, the basis of fair and reasonableness will be the Department of Labor (DOL) Bureau of Labor Statistics (BLS) Service Occupational Classifications (SOC) as explained in Section L.5.6.2.1.

For each Indirect rate, the basis of fair and reasonableness will be the Offeror's most current approved billing rates, forward pricing rate agreements, and/or acceptable accounting system generated rates for each VETS 2 GWAC labor category. If the offeror does not have current approved billing rates, forward pricing rate agreements, and/or acceptable accounting system generated rates, the Government will consider the rationale provided by the offeror to support the proposed indirect rates in the "Basis of Estimate" as described in L.5.6.2.2.

For Profit, the basis of fair and reasonableness will be no more than 7.5% for each VETS 2 GWAC labor category as explained in Section L.5.6.2.2.

If an Offeror does not meet one or more of these parameters for any labor category, the Offeror is strongly advised to provide clear and convincing rationale to support the proposed direct/indirect and/or profit rate(s). In the event the rationale is not determined reasonable, the proposal will be deemed to have a ceiling rate(s) that is **not** considered fair and reasonable and the proposal would not be eligible for award, regardless of technical score.

Cost/Price proposals may only be modified as a result of discussions and Offerors are advised that the Government intends to make award based on initial proposals without discussions.

An offer may also be rejected if any one or more required submittals is missing or incomplete on the Cost/Price Template in accordance with Attachment J.P-9, or if the Government determines the lack of balanced pricing poses an unacceptable risk to the Government.

## **M.8 VOLUME 7 - RESPONSIBILITY**

The overall responsibility determination will be evaluated on a pass/fail basis. In accordance with FAR Part 9, Offerors that are not deemed responsible will not be considered for award. A satisfactory record of integrity and business ethics will be required.

In making the overall determination of responsibility, information in the Federal Awardee Performance and Integrity Information System (FAPIIS), exclusions denoted in the System for Award Management (SAM), the representations and certifications with SAM and Section K, the Offeror's Financial Resources (See Section L.5.7.1), and other pertinent data will be considered.