# SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

#### **B.1 GENERAL**

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

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

Hereafter, the Alliant GWAC will be referred to as the "Basic Contract" while task orders issued under the Basic Contract will be referred to as "Order(s)".

#### **B.2** AUTHORITY

The Office of Management and Budget has designated the U.S. General Services Administration (GSA) as an Executive Agent for Governmentwide information technology (IT) acquisitions pursuant to Section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. 1412(e).

The scope of this designation includes the award and administration of the Basic Contract and delegation of authority for the award and administration of the Orders as set forth in Section G.2.

The authority of the Procuring Contracting Officer (PCO), the Administrative Contracting Officer (ACO) and the Ordering Contracting Officer (OCO) are defined in Section G.3.

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

In accordance with FAR 17.500(b)(2), the Economy Act does not apply to acquisitions using Governmentwide acquisition contracts.

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

Pursuant to FAR 16.504(a), the total maximum quantity of all supplies and services under the Basic Contract (for all awardees combined) shall not exceed \$50 Billion, including the Option.

The total minimum quantity, guaranteed by the Government, is \$2,500 for each awardee.

# **B.5** CONTRACT ACCESS FEE

The CAF is ¾ of a percent (i.e. 0.0075) applied to all costs.

The formula is: Total CAF = Total Costs \* CAF Percentage.

The total CAF collected per Order will be capped at a set amount to be determined by the Government. For more information on this cap, please see the Alliant website (http://www.gsa.gov/alliant).

On all Orders, regardless of Order type, Contractors must estimate CAF in their proposals and OCOs must include CAF under a separate Contract Line Item Number (CLIN).

The Contractor remits the CAF to GSA in accordance with Section G.9.5.

#### **B.6** ORDER TYPES

As defined in FAR Part 16, Type of Contracts, all types of Fixed-Price, Cost-Reimbursement, Incentive, Time-and-Materials (T&M), and Labor-Hour (L-H) are permissible for Orders under the Basic Contract. In addition, the Award Term Incentive may be used for Orders under the Basic Contract.

Indefinite Delivery, Indefinite Quantity, Blanket Purchase Agreements, and Letter Contracts are not permissible Order types under the Basic Contract.

Orders may be multi-year and/or include options as defined in FAR Part 17 and agency-specific FAR Part 17 supplements.

# **B.6.1** Order Type Preference

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

Fixed-Price (all types)
Cost-Reimbursement (all types)
T&M or L-H

Pursuant to FAR 16.601(c), T&M and L-H Orders require a Determination and Findings (D&F) by the OCO that no other Order type is suitable.

# **B.6.2** Performance Based Preference

Pursuant to FAR 37.102(a)(2), the 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 Order;
- (2) A Performance-Based Order that is not Firm-Fixed Price;
- (3) An Order that is not Performance-Based.

# **B.7** ORDER PRICING (ALL ORDER TYPES)

The OCO is responsible for the determination of cost or price reasonableness for each Order type. When adequate price competition exists (see FAR 15.403-1(c)(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 44.2 Consent to Subcontracts, and FAR 52.244-2, Subcontracts.

#### **B.7.1** Fixed Price

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

## **B.7.2** Cost Reimbursement

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

Contractors are required to have an adequate cost accounting system for Cost Reimbursable type Orders in accordance with FAR 16.301-3(a)(1). Contractors will be required to submit a cost proposal with supporting information for each cost element, including, but not limited to, Direct Labor, Fringe Benefits, Overhead, General and Administrative (G&A) expenses, Facilities Capital Cost of Money, Other Direct Costs, and Profit consistent with their cost accounting system, provisional billing rates, and forward pricing rate agreements.

The Government will reimburse the Contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures.

#### **B.7.3** Incentive

The OCO must determine fair and reasonable pricing for all Incentive 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.7.4** Time and Materials and Labor-Hour

"Loaded Hourly Labor Rate" is defined as hourly rates that include Wages, Fringe Benefits, Overhead, G&A Expenses, and Profit.

"Continental United States (CONUS)" is defined as the 48 contiguous states plus the District of Columbia.

Section J, Attachments 2 (Government Site) and 3 (Contractor Site) of the Basic Contract provide competitive Loaded Hourly Labor Rates within CONUS for T&M and L-H type Orders only. These hourly rates are considered fair and reasonable for CONUS requirements anticipated for T&M and L-H Orders issued under the Basic Contract; however, other considerations, such as Orders extending beyond the ordering period of the Basic Contract, complexity of work, geographic locations, and security clearances, authorize the OCO to negotiate hourly rates suited to meet their specific Order requirements and determine fair and reasonable pricing in accordance with FAR 15.4, Pricing, and FAR 16.601 Time and Materials Contracts.

Contractors shall explain in their Order proposals any Loaded Hourly Labor Rates that exceed the rates in the Basic Contract. Upon request of the OCO, the Contractor shall provide a cost element breakdown of each Loaded Hourly Labor Rate, including Profit, in accordance with the Contractor's cost accounting system, as well as any other supporting information the OCO deems necessary.

The ACO reserves the right to incorporate any revisions to FAR 52.232-7 Payments Under Time-and-Materials and Labor-Hour-Contracts (AUG 2005) by modification to the Basic Contract.

# **B.7.4.1** Subcontracting Payments on T&M and L-H Orders

The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the Order when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor in accordance with the terms and conditions of a subcontract or invoice, and ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

#### **B.7.4.2** Materials on T&M Orders

"Materials" on T&M Orders are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product. For direct materials, the OCO will determine allowable costs in accordance with FAR 31.2.

Pursuant to FAR 16.601(a)(2), materials are to be provided at cost, unless materials meet the criteria set forth in FAR 16.601(b)(3), Optional method of pricing material.

The OCO must identify a not-to-exceed materials ceiling under a separate CLIN on the Order.

#### **B.7.4.3** Indirect Costs Under T&M Orders

For direct materials and subcontracts for supplies and services, the Prime Contractor may include reasonable and allocable indirect costs (e.g., G&A, material handling, or subcontracting handling as applicable) to the extent they are clearly excluded from the Prime Contractor's loaded hourly labor rates in accordance with the Prime Contractor's usual accounting practices consistent with FAR 31.2.

## **B.8** TRAVEL PRICING (ALL ORDER TYPES)

Travel will be reimbursed at actual cost in accordance with the limitations set forth in FAR 31.205-46.

Profit shall not be applied to travel costs. Contractors may apply indirect costs to travel in accordance with the Contractor's usual accounting practices consistent with FAR 31.2.

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

# **B.9** LABOR SUBJECT TO THE DAVIS BACON ACT

To the extent that construction, alteration and repair are subject to the Davis Bacon Act and within scope of an Order and the Basic Contract, the OCO must identify such work under a separate CLIN on the Order and apply wages in accordance with FAR 22.4, Davis Bacon Act Wage Determinations.

Any construction, alteration and repair shall be firm fixed price, even if other aspects of the Order are another Order type.

# **B.10** LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA)

The Basic Contract's labor categories are considered bona fide executive, administrative, professional labor and generally exempt from the SCA.

To the extent that any labor is subject to the SCA and within scope of an Order and the Basic Contract, the OCO must identify such work under a separate CLIN on the Order and apply wages in accordance with FAR 22.10, Service Contract Act Wage Determinations.

# **B.11** LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)

"OCONUS" is defined as other than the 48 contiguous states plus the District of Columbia.

It is anticipated that there may be Orders for work OCONUS. The U.S. Department of State's Bureau of Administration, Office of Allowances, (<a href="http://www.state.gov/m/a/als/">http://www.state.gov/m/a/als/</a>), publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances.

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 Orders issued under the Basic Contract, Contractor civilians assigned to foreign areas shall not exceed the allowances and benefits in the DSSR as well.

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

(END OF SECTION B)

# SECTION C STATEMENT OF WORK

#### C.1 BACKGROUND

The Basic Contract will provide Federal government agencies with integrated Information Technology (IT) solutions for evolving needs on a global basis. Integrated IT solutions are comprised of some or all components described below in Section C.3, and may be tailored to meet agencies' mission needs. Work may be performed at headquarters and/or field offices located throughout the world, as specified in each Order, to provide a variety of IT solutions and support services, including new and emerging technologies that will evolve over the life of the Basic Contract.

#### C.2 SCOPE

The scope of the Basic Contract includes any and all components of an integrated IT solution, including all current and any new technologies which may emerge during the life cycle of the Basic Contract and information technology systems and services in support of National Security Systems, as defined in FAR 39.002. The Basic Contract provides IT solutions through performance of a broad range of services which may include the integration of various technologies critical to the services being acquired.

As the definition of IT changes over the lifecycle of the Basic Contract, the scope of the Basic Contract will be considered to coincide with the current definition at any given time.

# **C.2.1** Definition of Information Technology

Per Section C.1, definitions of Information Technology are provided as follows:

# C.2.1.1 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.2.1.2** 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.3 COMPONENTS OF AN IT SOLUTION

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

In order to provide a common framework for defining and understanding the components of an IT solution, this section will refer to terminology included in the Federal Enterprise Architecture (FEA) and Department of Defense Enterprise Architecture (DoDEA). More detailed information about FEA and DoDEA may be found in Section J, Attachment 5. Usage of this terminology or structure is not required within individual Orders placed on this contract.

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

Within each section below, an overview of the contract solution and service offerings is provided, followed by examples of work to be performed relative to Order requirements. Examples are not meant to be all-inclusive, but rather general indications of the types of products or services within a given category. Other products and services not listed as examples which adhere to the definition for each section are also within scope. For more detailed on information about the particular components of the FEA/DoDEA reference models listed below, see Section J, Attachment 5.

## **C.3.1** Infrastructure

Infrastructure serves as the foundation and building blocks of an integrated IT solution. It is the hardware which supports Application Services (C.3.2) and IT Management Services (C.3.3); the software and services which enable that hardware to function; and the hardware, software, and services which allow for secure communication and interoperability between all business and application service components.

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

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

This section is aligned with the FEA/DoDEA Technical Reference Model (TRM) which describes these components using a vocabulary that is common throughout the entire Federal government. A detailed review of the TRM is provided in Section J, Attachment 5.

Infrastructure includes complete life cycle support for all hardware, software, and services represented above, including planning, analysis, research and development, design, development, integration and testing, implementation, operations and maintenance, information assurance, and final disposition of these components. The services also include administration and help desk functions necessary to support the IT infrastructure (e.g., desktop support, network administration).

Infrastructure components of an integrated IT solution can be categorized as follows:

# **C.3.1.1** Service Access and Delivery

These components are responsible for facilitating the end-to-end collection and distribution of data that is either entered or requested by a user. These components include all functions necessary to communicate in a client-server environment. Examples of these components include, but are not limited to, web browsers, Virtual Private Network (VPN), Remote Authentication Dial-In User Service (RADIUS), Peer-to-peer, Section 508 compliance, HyperText Transfer Protocol (HTTP), File Transfer Protocol (FTP), Simple Mail Transfer Protocol (SMTP).

#### C.3.1.2 Service Platform and Infrastructure

These components include all functions necessary for processing and storing data. These components provide and manage the resources available for Application Services (C.3.2). Examples of these components include, but are not limited to, desktops, laptops, servers, mainframes, routers, switches, printers, Asynchronous Transfer Mode (ATM), T1, Digital Subscriber Line (DSL), Ethernet, Windows/UNIX, Java/.NET; web server/portal; database, data storage, data warehouse; *software development tools*: testing, modeling, versioning, configuration management.

# **C.3.1.3** Component Framework

These components consist of the design of application or system software that incorporates interfaces for interacting with other programs and for future flexibility and expandability. These components define higher level logical functions to provide services in a way that is useful and meaningful to users and other Application Services (C.3.2). Examples of these components include, but are not limited to, digital certificates, biometrics; *business logic*: JavaScript, Visual Basic; *data interchange*: Simple Object Access Protocol (SOAP), Resource Description Framework (RDF); *data management*: Structured Query Language (SQL), Open DataBase Connectivity (ODBC), and OnLine Analytical Processing (OLAP).

## **C.3.1.4** Service Interface and Integration

These components define the discovery, interaction and communication technologies joining disparate systems and information providers. Application Services (C.3.2) leverage and incorporate these components to provide interoperability and scalability. Examples of these components include, but are not limited to: Messaging-Oriented Middleware (MOM), Object Request Broker (ORB), Enterprise Application Integration (EAI), Extensible Markup Language (XML), Electronic Data Interchange (EDI), Web Services Description Language (WSDL), Universal Description, Discovery and Integration (UDDI).

### **C.3.2** Application Services

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

Application Services are aligned with the FEA/DoDEA Service Component Reference Model (SRM). The Contractor shall support all "service domains" outlined in the FEA SRM, to enable the advancement of business and performance objectives. These "service domains" identify the service capabilities required by Federal government agencies to support enterprise/departmental processes and applications.

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

Application Services include complete life cycle support, including planning, analysis, research and development, design, development, integration and testing, implementation, operations and maintenance, information assurance, and final disposition.

In conjunction with the Application Services supporting each of the Service Domains defined in the FEA/DoDEA SRM, the Contractor shall provide Applications Services for systems required to support unique agency and departmental-level mission requirements, as specified in individual Orders. These services include support for existing and/or new/emerging mission requirements not yet served by the FEA model.

The following represents either components of applications or capabilities which Application Services will support. Each particular area includes, but is not limited to, support for the described functions.

#### C.3.2.1 Customer Services

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

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

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

#### C.3.2.2 Process Automation

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

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

# **C.3.2.3** Business Management:

*Process Management*: Development and implementation of standard methodologies and automated process management systems, to facilitate agencies' requirements for managing and monitoring activities surrounding their core business operations (e.g., change management, configuration management, requirements management, program/project management, governance/policy management, quality management, risk management).

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

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

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

# C.3.2.4 Digital Asset Services

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

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

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

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

# **C.3.2.5** Business Analytical Services

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

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

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

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

*Reporting*: Generating reports derived from single or multiple data sources (e.g., ad hoc reporting, standardized/canned reporting, OLAP).

#### **C.3.2.6** Back Office Services

Data Management: Creating, using, processing, and managing data resources (e.g., data exchange, data mart, data warehouse, meta data management, data cleansing, extraction and transformation, data recovery). The data management services include support for agencies' use of the FEA/DoDEA Data Reference Model (DRM). For more information about the FEA/DoDEA DRM, see Section J, Attachment 5.

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

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

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

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

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

# **C.3.2.7** Support Services

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

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

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

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

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

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

# **C.3.2.8 DoDEA Mission Area Support**

The Alliant Basic Contract provides support for the DoDEA reference models relating DoD's specialized mission, business, and program areas. Though the DoDEA is an emerging standard, policy and procedures have been formalized for maintaining, evolving, and using the DoDEA reference models.

The DoDEA reference models leverage existing DoD standards and reflect the alignment with the FEA. The Alliant Basic 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 DoDEA may be found in Section J. Attachment 5.

# **C.3.3** IT Management Services

IT Management Services provide support for operations and IT resource management requirements across the Federal government. These services encompass support for all strategic planning, management, and control functions integral to IT initiatives. The IT Management Services provide the foundational support to effectively align IT requirements with Federal government business operations.

IT Management Services provide support for all government lines of business, functions, and service components that comprise the FEA/DoDEA Performance Reference Model (PRM) and Business Reference Model (BRM). For more information about the PRM and BRM, see Section J. Attachment 5.

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

# C.3.3.1 Controls and Oversight

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

## C.3.3.2 Risk Management and Mitigation

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

## **C.3.3.3** Regulatory Development

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

# **C.3.3.4** Planning and Resource Allocation

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

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

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

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

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

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

# C.3.3.5 IT Security

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

# **C.3.3.6** System and Network Controls

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

System and network controls are controlled by environment standards such as policy and operational guidance. The service control requirements enable network controls and operational performance capabilities.

# **C.3.4** Ancillary Support

The Contractor shall provide ancillary support as necessary to offer an integrated IT solution. The ancillary support described here may only be included in an Order when it is integral to and necessary for the IT effort. Ancillary support may include, but is not limited to, such things as: clerical support; data entry; training; subject matter expertise; server racks, mounts, or similar items; and construction, alteration, and repair. A Contractor may propose a new or different skill level category when proposing Ancillary Support consistent with this Section, provided that the Contractor complies with all applicable contract clauses and labor laws, including the Service Contract Act or the Davis Bacon Act, as applicable.

# **C.3.4.1** Telecommunications/Wireless

Orders which may include requirements for Telecommunications, Wireless, and Satellite products and services may be fulfilled under the Basic Contract scope, provided the work to be performed is incidental to a larger IT initiative. Contractors are authorized to use government sources of supply in accordance with FAR 51.101, and are encouraged to use GSA's Networx and Satcom II.

(END OF SECTION C)

# SECTION D PACKAGING AND MARKING

# D.1 PRESERVATION, PACKAGING, PACKING, AND MARKING

Preservation, packaging, packing and marking of all deliverables must conform to normal commercial packing standards to assure safe delivery at destination.

# D.2 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.3. SOFTWARE AND MAGNETIC MEDIA MARKING

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

(END OF SECTION D)

# SECTION E INSPECTION AND ACCEPTANCE

# E.1 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: <a href="http://acqnet.gov/far/index.html">http://acqnet.gov/far/index.html</a>.

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

CLAUSE	CLAUSE TITLE	DATE	FP	COST	TM
#					
52.211-11	LIQUIDATED DAMAGES – SUPPLIES,	SEP 2000	X		
	SERVICES OR RESEARCH AND				
	DEVELOPMENT				
52.246-2	INSPECTION OF SUPPLIES—FIXED PRICE	AUG 1996	X		
52.246-2	ALTERNTE I	JUL 1985	X		
52.246-2	ALTERNATE II	JUL 1985	X		
52.246-3	INSPECTION OF SUPPLIES—COST	MAY 2001		X	
	REIMBURSEMENT				
52.246-4	INSPECTION OF SERVICES—FIXED PRICE	AUG 1996	X		X
52.246-5	INSPECTION OF SERVICES—COST	APR 1984		X	
	REIMBURSEMENT				
52.246-6	INSPECTION—TIME-AND-MATERIAL AND	MAY 2001			X
	LABOR-HOUR				
52.246-7	INSPECTION OF RESEARCH AND	AUG 1996	X		
	DEVELOPMENT—FIXED PRICE				
52.246-8	INSPECTION OF RESEARCH AND	MAY 2001		X	
	DEVELOPMENT—COST REIMBURSEMENT				
52.246-8	ALTERNATE I	APR 1984		X	
52.246-9	INSPECTION OF RESEARCH AND	APR 1984	X	X	
	DEVELOPMENT (SHORT FORM)				
52.246-11	HIGHER-LEVEL CONTRACT QUALITY	FEB 1999	X	X	X
	REQUIREMENT				
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984	X	X	
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984	X		

(END OF SECTION E)

# SECTION F DELIVERIES OR PERFORMANCE

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

The following clauses shall apply unless otherwise designated at the Order level. 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: <a href="http://acqnet.gov/far/index.html">http://acqnet.gov/far/index.html</a>.

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
52.211-8	TIME OF DELIVERY	JUN 1997	X	X	X
52.211-8	ALTERNATE I	APR 1984	X	X	X
52.211-8	ALTERNATE II	APR 1984	X	X	X
52.211-8	ALTERNATE III	APR 1984	X	X	X
52.211-9	DESIRED AND REQUIRED TIME OF DELIVERY	JUN 1997	X	X	X
52.211-9	ALTERNATE I	APR 1984	X	X	X
52.211-9	ALTERNATE II	APR 1984	X	X	X
52.211-9	ALTERNATE III	APR 1984	X	X	X
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		

# F.2 TERM OF BASIC CONTRACT

The contract term is one (1) five-year base period with one (1) five-year option period. (See Sections I.7 and I.8.)

# F.3 TASK ORDER PERIOD OF PERFORMANCE

The term for each Order placed under the Basic Contract shall be specified in the individual Order. Under no circumstances may an Order be placed under the Basic Contract if the Basic Contract has expired, or has been terminated or cancelled by the Government. No Orders may exceed ten (10) years, inclusive of options, from the date that the Order is placed; however, no Orders may extend more than five (5) years after the expiration of the Basic Contract. Order options, if included at initial issuance of the Order, may be exercised after the expiration date of the Basic Contract. Notwithstanding anything to the contrary above, a multi-year Order placed under the Basic Contract must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.

#### F.4 PLACE OF PERFORMANCE

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

#### F.5 DELIVERABLES

The following table contains deliverables required under the Basic Contract. Individual Orders will have additional deliverables specified in each Order. The Government does not waive its right to request deliverables under the Basic Contract, even if such requirements are not specifically listed in this table.

ID	SECTION	DELIVERABLE TITLE	FREQUENCY	DELIVER TO
1	G.9.7	Contract Administrative Reporting	Order/Modification Data – Report all orders/modifications within 30 days of order acceptance/award;  Invoice Data –Report all invoicing activity within 60 days of performance acceptance;  CAF Payment Data – Report within 14 calendar days following each monetary transfer.	ACO
			transfer.	
2	G.9.8.1	Annual Order Close-out Report	Annual on anniversary of Basic Contract award.	ACO
3	G.9.5	CAF Remittance	Within 45 calendar days upon receipt of payment from the customer.	GSA via EFT

(END OF SECTION F)

# SECTION G CONTRACT ADMINISTRATION DATA

#### G.1 GENERAL

This section provides contract administration requirements for the Basic Contract, and where applicable, for each Order placed under the Basic 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 Basic Contract, may be specified in each Order. Costs associated with these administration requirements shall be billed in accordance with terms of the Order.

#### G.2 AUTHORIZED USERS

Pursuant to FAR 16.504(a)(4)(vi), only authorized users may place Orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR 2.1) in good standing must have an appropriate signed delegation of authority from the Administrative Contracting Officer (ACO). For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

This Basic Contract is for use by all Federal agencies, authorized Federal contractors, and others as listed in General Services Administration (GSA) Order ADM 4800.2E, ELIGIBILITY TO USE GSA SOURCES AND SUPPLY, January 3, 2000, as modified from time to time.

#### G.3 ROLES AND RESPONSIBILITIES

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

# **G.3.1 GSA Program Manager**

The Government has appointed a Program Manager, who shall perform various programmatic functions for the overall success of the Alliant program. The Program Manager has no actual, apparent or implied authority to bind the Government for any acts or omissions.

# **G.3.2** Procuring Contracting Officer (PCO)

The PCO is the sole and exclusive government official with actual authority to award the Basic Contract. After award of the Basic Contract, the PCO may delegate any or all of the contract administration functions, described in FAR 42.302, to an ACO.

# **G.3.3** Administrative Contracting Officer (ACO)

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

# **G.3.4** Ordering Contracting Officer (OCO)

As described in Section G.2, only an authorized user, who is a delegated OCO, may place and administer an Order under the Basic Contract. Upon request, the OCO for any specific Order may provide a copy of the applicable delegation of authority.

The OCO for each Order is the sole and exclusive government official with actual authority to take actions which may bind the Government for that Order. Contractors shall ensure that an OCO has the required delegation by requesting a copy of the OCO delegation from the ACO prior to award of an Order if the Contractor does not have a copy of the OCO delegation.

# **G.3.5** Contracting Officer's Representative (COR) and Contracting Officer's Technical Representative (COTR)

The OCO for each Order may designate a Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR) to provide certain assistance to the OCO for that Order. The specific rights and responsibilities of the COR or COTR for each Order shall be described in writing, which upon request shall be provided to the Contractor. A COR/COTR has no actual, apparent or implied authority to bind the Government.

# **G.3.6** Industrial Operations Analyst (IOA)

The Industrial Operations Analyst (IOA) is authorized to examine records and to conduct Contractor Assistance Visits (CAVs) to the Contractor's place of business to assist Contractors with Order reporting and CAF management issues, and other general contract administration functions as deemed appropriate and necessary by the Government.

#### G.4 MARKETING

Contractors shall develop company specific Alliant GWAC brochures for distribution at trade shows, conferences, seminars, etc. All marketing and promotional materials, including information on the contractor webpage (Section H.12.1), must be approved by the ACO prior to distribution and may be co-branded with marks owned or licensed by the Contractor and GSA, as long as they comply with GSAM 552.203-71, Restriction on Advertising.

In accordance with their accepted Basic Contract Plan, Contractors shall develop and distribute printed materials to enhance awareness of the Alliant Contract. Contractors shall participate in various conferences and trade shows hosted by GSA to facilitate outreach efforts for federal agency customers and to aid in the marketing of the Alliant Contract.

#### G.5 GWAC OMBUDSMAN

No protest under FAR 33.1 is authorized in connection with the issuance or proposed issuance of an Order under the Basic Contract, except for a protest on the grounds that the Order increases the scope, period, or maximum value of the Basic Contract.

GSA has appointed an Ombudsman to review complaints from Contractors and ensure they are afforded a fair opportunity to be considered. The ombudsman is a senior GSA official who is independent of the GSA PCO, ACOs or OCO.

The Ombudsman is:

George Barclay Office of the Chief Acquisition Officer U.S. General Services Administration 1800 F Street, N.W. Washington, DC 20405

# **G.6** MEETINGS AND CONFERENCES

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

# **G.6.1** Basic Contract Post-Award Orientation

The Contractor shall participate in a Basic Contract post-award orientation at a time and place to be determined by the PCO.

# **G.6.2** Program Office Meetings

Program Office Meetings provide a platform for Contractors, GWAC Center staff and agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing GSA and government-wide initiatives, and address Basic Contract fundamentals.

The Government will choose to hold up to four (4) meetings per year via web-casting or at a government facility, a commercial conference center, or a mutually agreed-upon contractor facility on a rotational basis. The participants at these meetings shall include the Contractor and ACO, and may include the Government Program Managers and other representatives of the Government.

#### G.7 CONTRACTOR PERFORMANCE SYSTEM

Past performance evaluations pertaining to the Basic Contract and Orders under the Basic Contract will reside in the Past Performance Information Retrieval System (PPIRS). The PPIRS functions as the central warehouse for performance assessment reports received from various Federal performance information collection systems.

Contractors will be required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the OCO at the Order level. Contractor "view" access to PPIRS is gained through the Central Contractor Registration (CCR) (www.ccr.gov) process. Contractors must be registered in CCR and must have created a Marketing Partner Identification Number (MPIN) in the CCR profile to access their PPIRS information.

#### **G.7.1 Performance Reviews**

The ACOs and OCOs will evaluate contractor performance in accordance with the criteria under FAR Subpart 42.15.

# G.8 SUBCONTRACTING REPORTS

Per FAR 52.219-9(d)(10), Contractors submitting small business subcontracting plans are required to:

- (a) Cooperate in any studies or surveys as may be required;
- (b) Submit periodic reports which show compliance with the subcontracting plan;
- (c) Submit Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR); and
- (d) Ensure that subcontractors agree to submit the ISR and SSR. The ISR report covers subcontract award data related to this Basic Contract and shall be submitted semiannually and at contract completion. The SSR report encompasses all Contracts with GSA and is submitted annually. The ISR and SSR shall be submitted electronically via the Electronic Subcontract Reporting System (eSRS) at <a href="www.esrs.gov">www.esrs.gov</a> and must be received within 30 days after the close of each calendar period, as follows:

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

(e) Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report.

#### **G.9 ORDERING PROCEDURES**

Ordering procedures must comply with the following:

- (a) FAR 16.505;
- (b) Orders are not exempt from the development of acquisition plans (see FAR Subpart 7.1), and an information technology acquisition strategy; (see FAR Part 39).
- (c) The OCO shall include the evaluation procedures in Task Order Requests (TORs) and establish the time frame for responding to TORs, giving Offerors a reasonable proposal preparation time while taking into account the unique requirements and circumstances of the effort;

- (d) Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Basic Contract;
- (e) Contractors are required to respond to each TOR with either a proposal or a statement of "No Bid" along with the reason for not submitting a proposal;
- (f) All costs associated with the preparation, presentation, and discussion of the Offeror's proposal in response to a TOR will be at the Offeror's sole and exclusive expense; and
- (g) All Orders placed under the Basic Contract are subject to the terms and conditions of the Basic Contract at time of order award. In the event of any conflict between the Order and the Basic Contract, the Basic Contract will take precedence.

# **G.9.1** Fair Opportunity

OCOs must follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2).

#### **G.9.2** Order Evaluation

FAR Subpart 15.3 does not apply to the ordering process. Formal evaluation plans or scoring of quotes or offers are not required; however, the OCO must consider price or cost under each Order as one of the factors in the selection decision pursuant to FAR Subpart 16.505(b)(1)(ii)(E) and consistent with Section B.

#### **G.9.3** Order Information

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

- (a) Date of Order;
- (b) Contract Number and Order Number;
- (c) Order Type;
- (d) Contract Line Item Numbers; Travel (if any), Materials (if any); Contract Access Fee (CAF); Fixed Price, Ceiling Price, or Estimated Costs and Fee;
- (e) Statement of Work, Statement of Objectives, or Performance Work Statement;

- (f) Delivery and/or performance schedule, including Options (if any);
- (g) Place of delivery and/or performance (including consignee);
- (h) Any packaging, packing, and shipping instructions;
- (i) Accounting and appropriation data; and
- (j) Method of payment and payment office.

#### **G.9.4 Subcontractors**

The Government has not pre-approved any subcontractors in making awards for the Basic 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.

# **G.9.5** Contract Access Fee (CAF) Remittance

The Contract Access Fee (CAF) reimburses GSA for the cost of operating the Alliant Program. The CAF percentage is set at the discretion of GSA and GSA maintains the unilateral right to change the percentage at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change.

Contractors shall remit the CAF to GSA in U.S. dollars within 45 calendar days upon receipt of payment from the customer. Where payments for multiple invoices (on one or more Orders) are due, Contractors may consolidate the CAF owed into one payment.

All CAF payments must be remitted via Electronic Funds Transfer ("EFT").

Failure to remit the CAF in a timely manner will constitute a Basic Contract debt to the United States Government under the terms of FAR 32.6.

#### **G.9.6** Invoice Submission

The Contractor shall accept payment of invoices via EFT. Invoice submission information shall be contained in each individual Order. Payment of invoices will be made by the payment office designated in each individual Order.

## **G.9.7** Contractor Administrative Reporting

The following defines the administrative reporting requirements under the Basic Contract. All of the reporting data specified here shall be provided electronically to the designated ACO. The specific system for reporting requirements will be identified at the time of contract award and is subject to change during the life of the contract. The types of reporting data required are as follows:

- (a) Order Award/Modification Data The contractor shall report all Orders and modifications within 30 calendar days of order acceptance/award. Data includes, but is not limited to:
  - (1) Contractor Name
  - (2) Basic Contract Number
  - (3) Order Number
  - (4) Award/Modification Date
  - (5) Award/Modification Total Estimated Value (cost-type), Ceiling (T&M type, or Fixed Price)
  - (6) Award/Modification Obligated Amount
  - (7) Period of Performance
  - (8) Order Type
  - (9) Issuing OCO
  - (10) Customer Agency
  - (11) Performance-based (Yes/No)
  - (12) Use of non-standard/specialized labor categories (Yes/No)
- (b) Invoice Data The contractor shall report all invoicing activity within 60 calendar days of performance acceptance by the customer. Invoice data includes, but is not limited to:
  - (1) Contractor Name
  - (2) Basic Contract Number
  - (3) Order Number
  - (4) Contractor Invoice Number
  - (5) Line Item Charges
  - (6) Labor Category Usage (Hours and Composite Rates, per category, including non-standard/specialized labor categories)
  - (7) Total Invoiced Amount including CAF
  - (8) Date Issued
- (c) CAF Payment Data The contractor shall report CAF payment data within 14 calendar days following each monetary transfer. CAF payment data includes, but is not limited to:

- (1) Total Remitted Amount
- (2) Remit Date
- (3) Transfer Confirmation Number
- (4) Amount applied to each Task Order Number (for the reported payment)

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

#### **G.9.8** Order Close-out

The OCO is responsible for closing out individual Orders under the Basic Contract. The Contractor agrees to cooperate with the OCO to close out Orders as soon as practical after expiration, cancellation or termination of each Order.

Order close-out will be accomplished within the guidelines set forth in: FAR Part 4 Administrative Matters and FAR Part 42 Contract Administration and Audit Services.

The Government is 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(2)).

A determination of final indirect costs under quick-closeout procedures shall be final for the Order it covers and no adjustment shall be made to other Orders for over-or under-recoveries of costs allocated or allocable to the Order covered by the agreement.

Once agreement for quick-closeout is reached on an individual Order, a bilateral modification will be issued to closeout the Order.

Final invoices which result in a charge to the government in excess of \$250 or refunds to the Government in excess of \$250 shall be processed prior to quick-closeout of the Basic Contract. Amounts due to the Contractor or refundable to the Government of less than \$250 will be considered insignificant and will not be processed.

# **G.9.8.1** Annual Order Close-out Report

The Contractor shall submit annually the Annual Order Close-Out Report to the Alliant ACO at Alliant@gsa.gov, due 30 days after the anniversary date of the Basic Contract award date, and thereafter until all Orders are accounted for. This report shall include a list of all expired Orders within the reporting period, issued under the Basic Contract; and will include, but not be limited to:

- (1) Order Number
- (2) Order Type
- (3) OCO Point of Contact
- (4) OCO Email
- (5) Period of Performance
- (6) Final Order Value
- (7) Cumulative Invoiced Amount
- (8) De-obligated Amount
- (9) Total CAF Amount Paid
- (10) CAF Balance Owed
- (11) Final Invoice Paid (Y/N)
- (12) Release of Claim Date
- (13) Pending Actions (if not closed out)

The report will also include updates to Order Numbers reported in the previous years that have not been completely closed out.

(END OF SECTION G)

# SECTION H SPECIAL CONTRACT REQUIREMENTS

#### H.1 PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL

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: <a href="http://acqnet.gov/far/index.html">http://acqnet.gov/far/index.html</a>.

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

PROVISION TITLE	DATE	<u>FP</u>	COST	<u>TM</u>
BRAND NAME OR EQUAL	AUG 1999	X	X	X
NOTICE OF PRIORITY RATING FOR NATIONAL	SEP 1990	Х	X	X
DEFENSE USE				
REQUIREMENTS FOR COST OR PRICING DATA	OCT 1997	X	X	X
OR INFORMATION OTHER THAN COST OR				
PRICING DATA				
ALTERNATE I	OCT 1997	X	X	X
ALTERNATE II	OCT 1997	X	X	X
ALTERNATE III	OCT 1997	X	X	X
ALTERNATE IV	OCT 1997	X	X	X
EVALUATION OF OPTIONS	JUL 1990	X	X	X
BUY AMERICAN ACT CERTIFICATE	JUN 2003	X	X	X
BUY AMERICAN ACT – FREE TRADE	JAN 2005	X	X	X
AGREEMENT – ISRAELI TRADE ACT				
CERTIFICATE				
TRADE AGREEMENTS CERTIFICATE	JAN 2005	X	X	
REPRESENTATION OF LIMITED RIGHTS DATA	MAY 1999	X	X	X
AND RESTRICTED COMPUTER SOFTWARE				
NOTICE OF EARNED VALUE MANAGEMENT	JUL 2006	X	X	X
SYSTEM – PRE-AWARD IBR				
NOTICE OF EARNED VALUE MANAGEMENT	JUL 2006	Х	X	X
SYSTEM – POST-AWARD IBR				
EARNED VALUE MANAGEMENT SYSTEM	JUL 2006	X	Х	Х
	BRAND NAME OR EQUAL  NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE  REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA ALTERNATE I ALTERNATE II ALTERNATE III ALTERNATE IV EVALUATION OF OPTIONS BUY AMERICAN ACT CERTIFICATE BUY AMERICAN ACT - FREE TRADE AGREEMENT - ISRAELI TRADE ACT CERTIFICATE TRADE AGREEMENTS CERTIFICATE REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE NOTICE OF EARNED VALUE MANAGEMENT SYSTEM - PRE-AWARD IBR  NOTICE OF EARNED VALUE MANAGEMENT SYSTEM - POST-AWARD IBR	BRAND NAME OR EQUAL  NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE  REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA  ALTERNATE I  ALTERNATE II  OCT 1997  ALTERNATE III  OCT 1997  ALTERNATE IV  OCT 1997  EVALUATION OF OPTIONS BUY AMERICAN ACT CERTIFICATE BUY AMERICAN ACT FREE TRADE AGREEMENT - ISRAELI TRADE ACT CERTIFICATE  TRADE AGREEMENTS CERTIFICATE  JAN 2005  REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE  NOTICE OF EARNED VALUE MANAGEMENT SYSTEM - PRE-AWARD IBR  NOTICE OF EARNED VALUE MANAGEMENT SYSTEM - POST-AWARD IBR	BRAND NAME OR EQUAL  NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA ALTERNATE I  ALTERNATE II  OCT 1997  ALTERNATE III  OCT 1997  X  ALTERNATE IV  EVALUATION OF OPTIONS BUY AMERICAN ACT CERTIFICATE BUY AMERICAN ACT - FREE TRADE AGREEMENT - ISRAELI TRADE ACT CERTIFICATE  TRADE AGREEMENTS CERTIFICATE  TRADE AGREEMENTS CERTIFICATE  TRADE AGREEMENTS CERTIFICATE  NOTICE OF EARNED VALUE MANAGEMENT SYSTEM - PRE-AWARD IBR  NOTICE OF EARNED VALUE MANAGEMENT SYSTEM - POST-AWARD IBR	BRAND NAME OR EQUAL  NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE  REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA  ALTERNATE I  ALTERNATE II  OCT 1997 x x  ALTERNATE III  OCT 1997 x x  ALTERNATE IV  EVALUATION OF OPTIONS  BUY AMERICAN ACT CERTIFICATE  BUY AMERICAN ACT - FREE TRADE AGREEMENT - ISRAELI TRADE ACT CERTIFICATE  TRADE AGREEMENTS CERTIFICATE  TRADE AGREEMENTS CERTIFICATE  TRADE AGREEMENTS CERTIFICATE  NOTICE OF EARNED VALUE MANAGEMENT SYSTEM - PRE-AWARD IBR  NOTICE OF EARNED VALUE MANAGEMENT JUL 2006 x  x  x  x  x  x  x  x  x  x  x  x  x

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

#### H.2 KEY PERSONNEL

The Contractor shall identify the persons selected to fill the roles of Contractor's Program Manager and Contract Administrator for the Basic Contract. These individuals shall represent the Contractor as points-of-contact for the ACO to help resolve issues and perform other functions that may arise relating to the Basic Contract and Orders under the Basic Contract.

The Contractor shall ensure that the ACO has current point-of-contact information for both the Program Manager and Contract Administrator.

All costs associated with the Contractor's Program Manager and Contract Administrator shall be at no direct cost to the Government.

# **H.2.1** Contractor Program Manager

The Contractor's corporate management structure shall guarantee senior, high-level, program management of the Alliant GWAC Program. The Contractor Program Manager duties include, but are not limited to:

- (a) Advising and assisting Alliant customers regarding the technical scope of the Basic Contract and the overall attributes of the Alliant GWAC Program;
- (b) Providing all reporting information required under the Basic Contract accurately, thoroughly and timely;
- (c) Resolving issues related to Order performance under the Basic Contract; and
- (d) Attending meetings and conferences as necessary.

#### **H.2.2** Contract Administrator

The position of Contract Administrator requires expertise in acquisition regulations, the Basic Contract's terms and conditions, Order procedures, proposal preparation, negotiations, and Basic Contract/Order administration.

The Contract Administrator must coordinate with the Program Manager on all reporting requirements under the Basic Contract.

# H.3 UNIQUE PROFESSIONAL SKILLS

Unique professional skills are defined as those bona fide executive, administrative, or professional skills for which the expertise required or duties performed are within the Basic Contract's scope, but are so specialized or rare that they are not explicitly defined in any labor category description in Section J, Attachment 3. The OCO will determine whether circumstances warrant use of unique professional skills. Based on price or cost analysis, the OCO will negotiate a fair and reasonable labor rate with the Contractor at the Order level.

A Contractor may propose a new or different skill level category when proposing Ancillary Support consistent with this Section, provided that the Contractor complies with all applicable contract clauses and labor laws, including the Service Contract Act or the Davis Bacon Act, as applicable.

#### H.4 CONTRACTOR TRAINING

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

#### H.5 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 for providing Government property to Contractors, Contractors' use and management of Government property, and reporting, redistributing, and disposing of Contractor inventory.

# **H.5.1** Leasing of Real and Personal Property

The Government contemplates that leases may be part of a solution offered by a Contractor, but the Government, where the Offeror's solution includes leasing, will not be the Lessee. Under no circumstances on any Order issued under this Basic 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 Alliant Basic 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.6 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, and 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 Basic Contract.

### H.7 SECURITY CONSIDERATIONS

Security requirements will be dictated by agency specific requirements, specified on individual Orders. Examples of such requirements are The Office of Management and Budget (OMB) Circular A-130, The Federal Information Security Management Act (FISMA), NIST FIPS PUB 140-2 Security Requirements for Cryptographic Modules, the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP), and the National Information Assurance Certification and Accreditation Process (NIACAP) NSTISSI-1000. H.7.1 Homeland Security Presidential Directives-12 (HSPD-12)

The Contractor shall comply with agency personal identity verification procedures identified in individual Orders that implement Homeland Security Presidential Directives-12 (HSPD-12); OMB guidance M-05-24; Federal Information Processing Standards Publication (FIPS PUB) number 201; and GSA HSPD-12, Personal Identity Verification- I, Standard Operating Procedure (SOP).

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

# **H.7.2** Information Assurance (IA)

Information Assurance (IA) capabilities and actions protect and defend network availability, protect data integrity and provide the ability to implement effective computer network defense.

As stipulated in individual Orders, the Contractor shall provide cost effective, timely and proactive IA measures and controls including any required documentation. Corrective actions shall be established and implemented to mitigate risks before exploitation and to protect against vulnerabilities and threats once they have been identified. Innovative approaches and best business practices are to be established and utilized for information system security.

In addition to HSPD-12, the Contractor shall comply with agency specific information assurance requirements. These requirements may include, but are not limited to: personnel security clearances/background checks; operations--security risk assessments, vulnerability of management processes and plans, installation/configuration of IA compliance documentation; and defense of the environment-- including hardware & software, the networks, and supporting infrastructure, as dictated by the nature of the information (classified/unclassified) and associated risk.

The Contractor shall report Foreign Interests at the prime and subcontract levels as required by the individual Order. The contractor shall provide access to the Contractor's facilities, personnel and documents for the purposes of audit or inspection by an authorized Inspector General (IG) or designated security certification activity to ensure appropriate IA practices are in place. Additional IA information is available at <a href="http://www.dss.mil/infoas/">http://www.dss.mil/infoas/</a>.

# **H.7.3 Security Clearances**

The minimum level of security clearance under the Basic Contract is a Top Secret Facility Clearance with no security clearance requirement for Safeguarding; however, individual Orders may require security clearances that exceed the minimum clearance levels under the Basic Contract. Only those Offerors that meet the required security clearance levels on individual Orders shall be eligible to compete under Fair Opportunity. When classified work is required on an individual Order, the Contract Security Classification Specification, (DD Form 254 or agency equivalent) will be issued to the Contractor by requiring agency. The DD Form 254 is available at the following site:

http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage51.html.

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

# H.8 LOGISTICAL SUPPORT PRIVILEGES

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

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

### H.9 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:

(a) Notify the OCO of the actual or potential conflict, and not commence work on any Order that involves a potential or actual conflict of interest until specifically notified by the OCO to proceed;

(b) Identify the conflict and recommend to the OCO an alternate tasking approach which would avoid the conflict;

If the OCO determines that it is in the best interest of the Government to issue the Order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

### H.10 INCORPORATION OF SUBCONTRACTING PLAN

The Individual Small Business Subcontracting Plan, dated <u>7/27/2007</u> (Negotiated), and submitted in accordance with FAR 52.219-9, is hereby approved and incorporated herein.

### H.11 GOALS FOR SUBCONTRACTING

GSA is committed to ensuring that small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns are provided maximum practicable opportunity to participate as subcontractors in the performance of the Basic Contract.

Accordingly, the goals for Contractors planned subcontracting dollars on Orders amortized over the reporting periods of each Individual Subcontractors Report (ISR) are stated as follows:

SMALL BUSINESS	50	percent		
HUBZone Small Business			_ 3	_ percent
Small Disadvantaged Business			6	_ percent
Women-Owned Small Business			_5	_ percent
Veteran-Owned Small Business			3	_ percent
Service-Disabled Veteran-Owned Small Business			3	percent

The individual goals of HUBZone Small Business, Small Disadvantaged Business, Women-Owned Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business are a subset of the 50% small business goal.

These goals do not apply to work OCONUS and are not counted with the Contractor's domestic small business goals.

### H.12 ELECTRONIC PRODUCTS ENVIRONMENTAL ASSESSMENT TOOL

If electronic hardware is procured in an individual Order under the Basic Contract, GSA encourages Contractors to participate in and to utilize the Electronic Products Environmental Assessment Tool (EPEAT). EPEAT is a procurement tool designed to help institutional purchasers evaluate, compare, and select desktop computers, laptops, and monitors based upon their environmental attributes as specified in the consensus-based IEEE Standard for the Environmental Assessment of Personal Computer Products (1680).

On individuals Orders, when products meeting the IEEE Standard are available, additional consideration will be provided for products meeting EPEAT Silver or EPEAT Gold registration requirements. The Contractor shall be responsible for ensuring equipment meets the latest EPEAT registration requirements before it is delivered. The registration requirements and a list of all equipment meeting the requirements are provided at: <a href="www.epeat.net">www.epeat.net</a>. If EPEAT is applicable on an individual Order, suppliers are required to provide quarterly reports quantifying the number of EPEAT registered products purchased under this contract. The information must be reported in the matrix below, providing the following data for the current quarter, the fiscal year, and the duration of the Order.

	Non-EPEAT Registered	Bronze	Silver	Gold
	Products			
Desktops				
Laptops				
Monitors				

#### H.13 ELECTRONIC ACCESS TO CONTRACT

The Government intends to post and update a non-contractor specific version of the Basic Contract on its Alliant website. The Alliant website will be available to the general public.

# **H.13.1** Contractor Webpage

The Contractor shall develop and maintain a current, publicly available webpage accessible via the Internet throughout the period of performance of the Basic Contract and the Contractor's Orders through close-out. The webpage shall be prominently located on the website where other government contracts are listed. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide world-class professional support services under the Basic Contract. At a minimum, this webpage must include the following items: the Basic Contract, contractor DUNS number, prompt payment terms, contact information of Contractor's Program Manager and Contract Manager, a link to the contractor's CCR webpage and a link to the GSA Alliant website.

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.

### **H.14 SECTION 508**

All supplies and services delivered or performed shall comply with the applicable technical provisions of the Access Board found at 36 CFR 1194, parts B, C and D, as amended, or provide equivalent facilitation in order to ensure compliance with Section 508, as applicable. Contractors shall register with the Buy Accessible Data Center at <a href="http://emgbaw.altarum.org/DataCenter/">http://emgbaw.altarum.org/DataCenter/</a> within sixty days of award of the Basic Contract. It is the Contractor's responsibility to keep their information current.

### **H.15 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 furnished to the ACO within 30 days of award and maintained during the period of performance of the Basic Contract:

- (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.

### H.15.1 Defense Base Act Insurance

Pursuant to FAR 28.305, Defense Base Act (DBA) insurance coverage provides workers' compensation benefits (medical, disability, death) in the even of a work-related injury or illness outside the United States.

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

DBA insurance shall be at no direct cost to the Government and shall be furnished to the OCO within 30 days of award of an Order; however, if required and approved by an OCO under an individual Order, additional DBA riders may be charged as a direct cost to the Government.

### H.16 COST ACCOUNTING SYSTEM

Contractors are required to have an adequate cost accounting system for Cost Reimbursement type Orders in accordance with FAR 16.301-3(a)(1). The Contractor must maintain a cost accounting system determined adequate by their cognizant auditing agency. The Contractor shall notify the ACO and designated OCOs for ongoing 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.17 COST ACCOUNTING STANDARDS

Unless exempt under 48 CFR 9903.201-1 and 9903.201-2, Contractors must comply with FAR 52.230-2, Cost Accounting Standards.

In accordance with FAR 52.230-1, Cost Accounting Standards Notices and Certification, Contractors shall notify the ACO and designated OCO on individual Orders, in writing, if there are any changes to the Disclosure Statement and provide the reason(s) for the change.

In accordance with FAR 52.230-6, Administration of Cost Accounting Standards, and FAR 52.230-7, Proposal Disclosure-Cost Accounting Practice, Contractors shall notify the ACO and designated OCO on individual Orders, in writing, if there are any changes to Cost Accounting Practices and provide the reason(s) for the change. Under this clause and provision, the "Cognizant Federal agency official (CFAO)" is the same as the ACO identified in Section G.3.3.

### H.18 PURCHASING SYSTEM

In accordance with FAR 44.201-2, Advance Notification Requirements, Contractors with approved purchasing systems shall notify the ACO and designated OCOs on individual Orders, in writing, if there are any changes in the status of their approved purchasing systems and provide the reason(s) for the change.

### H.19 EARNED VALUE MANAGEMENT SYSTEM

When Earned Value Management (EVM) is determined to be applicable to an individual Order, the provisions and clause FAR 52.234-2, 52.234-3, 52.234-4 applies. (Refer to Section H.1)

# H.20 YEAR 2000 WARRANTY – COMMERCIAL/NON-COMMERCIAL SUPPLY ITEMS

The Contractor warrants that each commercial and non-commercial telecommunications service, features, support systems, and/or hardware, software, and firmware product delivered under this Contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g., hardware, software, firmware) external to this Contract used in combination with products delivered under this contract properly exchange date data with such products. If the Contract requires that products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be defined in, and subject to, the superior of the terms and limitations of the contractor's standard commercial warranty or warranties contained in this Contract. Notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies that the Government may otherwise have under this Contract with respect to defects other than Year 2000 performance.

### H.21 OFF RAMP

To ensure success of the Alliant Program, each Alliant Contractor is expected to participate in the Alliant Ordering process by submitting proposals in response to task order requests (TORs) for which the Alliant Contractor has a reasonable chance for award, to successfully perform the terms of their Orders, and to promptly improve performance when it does not meet the terms of the Orders. If an Alliant Contractor does not meet these expectations, it is the Government's intent to "off-ramp" the Contractor by:

- (a) Permitting such Contractor's Alliant Contract to expire instead of exercising the Option; or
- (b) Implementing a termination for convenience (if applicable and only if such action is in the Government's best interest); or
- (c) Implementing a termination for default, if applicable; or
- (d) Taking any other action which may be permitted under the Alliant Contract's terms and conditions.

### H.22 ON RAMP

Consistent with FAR 16.504(c)(1)(ii)(A), the PCO has determined that it is in the Government's best interest that at all times during the term of the Basic Contract, there remain an adequate number of Alliant Contractors eligible to compete for Orders. Over time, the total number of Alliant Contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions, the Government's exercise of the off-ramp process, or other reasons. Recognizing this, GSA intends to periodically review the total number of Alliant Contractors participating in the Alliant Ordering Process and determine whether it would be in the Government's best interest to initiate an open season to add new contractors to the Alliant Basic Contract.

# **H.22.1 Open Season Procedures**

If GSA determines that it would be in the Government's best interest to open a new solicitation to add new contractors to the Alliant Contract, the Alliant PCO may do so at any time provided that:

- (a) The solicitation is issued under then-applicable federal procurement law;
- (b) The solicitation identifies the total approximate number of new awards that the Alliant PCO intends to make. The Alliant PCO may decide to award more or fewer Alliant Contracts than the number anticipated in the solicitation depending upon the overall quality of the offers received;

- (c) Any Contractor that meets the eligibility requirements set forth in the new solicitation submits a proposal in response to the solicitation; however, existing Alliant Contractors may not hold more than one Alliant Basic Contract at any time;
- (d) The award decision under any solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation;
- (e) The terms and conditions of any resulting awards from a new solicitation are materially identical to the existing version of the Basic Contract;
- (f) The term for any such new awards from a solicitation is co-terminus with the existing term for all other Alliant Contractors, including the option period (if applicable);
- (g) If awarded an Alliant Contract, any new Alliant Contractor is eligible to submit a proposal in response to any TOR and receive Order awards with the same rights and obligations as any other Alliant Contractor; and
- (h) The award of any new Alliant Contract(s) does not increase the overall ceiling of the Basic Contract.

(END OF SECTION H)

# SECTION I CONTRACT CLAUSES

### I.1 GENERAL

Orders under the Basic Contract may include additional clauses to those enumerated in this Basic Contract, such as: (1) optional FAR clauses; (2) agency supplemental clauses; (3) alternate FAR clauses; and (4) order-specific clauses. Such additional clauses are not limited to those associated only with Section I of the Uniform Contract Format in FAR 52.3.

The clauses relating to the Davis-Bacon Act (Section B.9) and the Service Contract Act (Section B.10) shall be included in an individual Order by the OCO if they are deemed applicable to the Order.

The clauses in I.2 apply at the Order level, as applicable, depending upon the contract type of the Order, or as specifically referenced in the applicable Order.

# 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 these addresses:

http://acqnet.gov/far/index.html http://acqnet.gov/gsam/gsam.html

CLAUSE	TITLE	DATE	<u>FP</u>	COST	<u>TM</u>
NO.					
52.202-1	DEFINITIONS	JUL 2004	X	X	X
52.203-3	GRATUITIES	APR 1984	X	X	X
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984	X	X	X
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES	SEP 2006	X	X	
	TO THE GOVERNMENT				
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995	X	X	X
52.203-8	CANCELLATION, RESCISSION, AND	JAN 1997	X	X	X
	RECOVERY OF FUNDS FOR ILLEGAL OR				
	IMPROPER ACTIVITY				
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL	JAN 1997	X	X	X
	OR IMPROPER ACTIVITY				
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE	SEP 2005	X	X	X
	CERTAIN FEDERAL TRANSACTIONS				
52.204-2	SECURITY REQUIREMENTS	AUG 1996	X	X	X
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON	AUG 2000	X	X	X
	RECYCLED PAPER				
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006	X	X	X

CLAUSE NO.	TITLE	DATE	<u>FP</u>	COST	<u>TM</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2006	Х	X	х
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	NOV 1991	X	X	X
52.207-5	OPTION TO PURCHASE EQUIPMENT	FEB 1995	X	X	X
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST	SEP 2006	X	X	X
32.209-0	WHEN SUBCONTRACTING WITH	SEI 2000	Λ	Λ	Λ
	CONTRACTORS DEBARRED, SUSPENDED, OR				
	PROPOSED FOR DEBARMENT				
52.211-5	MATERIALS REQUIREMENTS	AUG 2000	Х	Х	
52.211-11*	LIQUIDATED DAMAGES – SUPPLIES,	SEP 2000	X		
	SERVICES, OR RESEARCH AND				
	DEVELOPMENT				
52.211-15	DEFENSE PRIORITY AND ALLOCATION	SEP 1990	X	Х	Х
	REQUIREMENTS				
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991	Х	Х	X
52.215-2	AUDIT AND RECORDS —NEGOTIATION	JUN 1999	Х	Х	Х
52.215-2	ALTERNATE II	APR 1998		Х	
52.215-2	ALTERNATE III	JUN 1999	Х	Х	X
52.215-8	ORDER OF PRECEDENCE – UNIFORM	OCT 1997	Х	Х	Х
	CONTRACT FORMAT				
52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT 1997	Х	Х	Х
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997	Х	Х	Х
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR	OCT 1997	X	X	X
32.213-11	PRICING DATA – MODIFICATIONS	001 1997	Λ	Λ	Λ
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997	Х	Х	Х
52.215-13	SUBCONTRACTOR COST OR PRICING DATA –	OCT 1997	X	X	X
32.213 13	MODIFICATIONS	001 1997	A	A	A
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997	Х	Х	Х
52.215-15	PENSION ADJUSTMENTS AND ASSET	OCT 2004	Х	Х	Х
	REVERSIONS				
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003	X	Х	Х
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR	JUL 2005	Х	Х	Х
	POSTRETIREMENT BENEFITS (PRB) OTHER				
	THAN PENSIONS				
52.215-21	REQUIREMENTS FOR COST OR PRICING	OCT 1997	X	X	X
	DATA OR INFORMATION OTHER THAN COST				
	OR PRICING DATA-MODIFICATIONS				
52.215.21	ALTERNATE I	OCT 1997	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 1997	X	X	X
52.216-4	ECONOMIC PRICE ADJUSTMENT – LABOR	JAN 1997	X		X
	AND MATERIAL				
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	DEC 2002		X	X
52.216-8	FIXED FEE	MAR 1997		X	X
52.216-10	INCENTIVE FEE	MAR 1997		X	X
52.216-11*	COST CONTRACT-NO FEE	APR 1984		X	X

CLAUSE NO.	TITLE	DATE	<u>FP</u>	COST	<u>TM</u>
52.216-12	COST-SHARING CONTRACT—NO FEE	APR 1984		X	
52.216-16*	INCENTIVE PRICE REVISION – FIRM TARGET	OCT 1997	X		Х
52.216-16	ALTERNATE I	APR 1984	X		X
52.216-17*	INCENTIVE PRICE REVISION – SUCCESSIVE TARGETS	OCT 1997	Х		X
52.216-17	ALTERNATE I	APR 1984	X		Х
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997	Х		
52.217-8*	OPTION TO EXTEND SERVICES	NOV 1999	X	X	Х
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.	JUL 2005	Х	Х	Х
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004	Х	Х	Х
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP 2006	X	X	X
52.219-9	ALTERNATE II	OCT 2001	X	X	X
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999	Х	Х	Х
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997	Х	Х	Х
52.222-2*	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990		X	
52.222-3	CONVICT LABOR	JUN 2003	X	X	X
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999	X	X	X
52.222-26	EQUAL OPPORTUNITY	APR 2002	X	X	X
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003	X	X	X
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006	Х	X	X
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	Х	X	Х
52.222-36	ALTERNATE I	JUN 1998	X	X	Х
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006	Х	X	Х
52.223-3*	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997	х	Х	Х
52.223-3*	ALTERNATE I	JUL 1995	X	X	X
52.223-5	POLLUTION PREVENTION AND RIGHT-TO- KNOW INFORMATION. ALTERNATE I	AUG 2003	Х	Х	Х
52.223-5	ALTERNATE I	AUG 2003	Х	X	X
52.223-5	ALTERNATE II	AUG 2003	X	X	X
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	X	X	X
52.223-10	WASTE REDUCTION PROGRAM	AUG 2000	X	X	
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995	Х	X	Х
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003	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 ACT –SUPPLIES	JUN 2003	X	X	X

CLAUSE NO.	TITLE	DATE	<u>FP</u>	COST	<u>TM</u>
52.225-3	BUY AMERICAN ACT – FREE TRADE	JUN 2006	х	X	Х
50.005.5	AGREEMENTS – ISRALI TRADE ACT	HID 2006			
52.225-5	TRADE AGREEMENTS	JUN 2006	X	X	
52.225-8	DUTY-FREE ENTRY	FEB 2000	X	X	X
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006	X	Х	
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	X	X	X
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995	Х	Х	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996	Х	Х	
52.227-3	PATENT AND COLTRIGHT INTRINGEMENT PATENT INDEMNITY	APR 1984	X	X	
52.227-3*	ALTERNATE I	APR 1984			
52.227-3*	ALTERNATE II	APR 1984	X	X	
			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	APR 1984	X	Х	
52.227-11	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN 1997	X	X	
52.227-12	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (LONG FORM)	JAN 1997	Х	Х	
52.227-13	PATENT RIGHTS – ACQUISITION BY THE GOVERNMENT	JAN 1997	X	Х	
52.227-14	RIGHTS IN DATA—GENERAL	JUN 1987			
52.227-14			X	X	X
	ALTERNATE I	JUN 1987	X	X	X
52.227-14*	ALTERNATE II	JUN 1987	X	X	X
52.227-14*	ALTERNATE III	JUN 1987	X	X	X
52.227-14	ALTERNATE IV	JUN 1987	X	X	X
52.227-14*	ALTERNATE V	JUN 1987	X	X	X
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987	X	X	
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	JUN 1987	X	X	X
52.227-19	COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS	JUN 1987	X		
52.227-21*	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT—MAJOR SYSTEMS	JAN 1997	Х	Х	Х
52.227-22	MAJOR SYSTEM – MINIMUM RIGHTS	JUN 1987	х	X	X
52.227-23*	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987	Х	Х	х
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984	Х	Х	Х
52.228-4	WORKERS' COMPENSATION AND WAR- HAZARD INSURANCE OVERSEAS	APR 1984	Х	х	Х
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997	Х		
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	MAR 1996		х	
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003	Х	Α.	X
52.229-4	FEDERAL, STATE, AND LOCAL TAXES	APR 2003	X		X
<b>50.00</b> 0.0	(STATE AND LOCAL ADJUSTMENTS)	HDICOCC			
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	JUN 2003	X		X

CLAUSE NO.	TITLE	DATE	<u>FP</u>	COST	<u>TM</u>
52.229-8*	TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990		Х	
52.229-10*	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX	APR 2003		Х	Х
52.230-2	COST ACCOUNTING STANDARDS	APR 1998	X	X	X
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998	Х	Х	Х
52.230-5	COST ACCOUNTING STANDARDS— EDUCATIONAL INSTITUTION	APR 1998	Х	Х	Х
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005	Х	Х	Х
52.232-1	PAYMENTS	APR 1984	X		
52.232-7*	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	AUG 2005			X
52.232-7	ALTERNATE I	MAR 2000			X
52.232-7	ALTERNATE II	FEB 2002			Х
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002	X		X
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984	Х	Х	Х
52.232-11	EXTRAS	APR 1984	X		
52.232-12*	ADVANCE PAYMENTS	MAY 2001	X	Х	Х
52.232-12	ALTERNATE I	APR 1984	X	Х	Х
52.232-12*	ALTERNATE II	MAY 2001		Х	
52.232-16*	PROGRESS PAYMENTS	APR 2003	X		
52.232-16	ALTERNATE I	MAR 2000	X		
52.232-17	INTEREST	JUN 1996	X	Х	х
52.232-18	AVAILABILITY OF FUNDS	APR 1984	X	Х	Х
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984	Х	Х	
52.232-20	LIMITATION OF COST	APR 1984		Х	
52.232-22	LIMITATION OF FUNDS	APR 1984		Х	
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986	X	Х	Х
52.232-23	ALTERNATE I	APR 1984	X	Х	Х
52.232-25	PROMPT PAYMENT	OCT 2003	X	Х	Х
52.232-25	ALTERNATE I	FEB 2002		Х	Х
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION	OCT 2003	Х	Х	Х
52.232-36	PAYMENT BY THIRD PARTY	MAY 1999	X	X	X
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS.	MAY 1999	X	Х	X
52.233-1	DISPUTES	JUL 2002	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	Х	Х	Х
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	Х	Х	Х
52.237-3	CONTINUITY OF SERVICES	JAN 1991	Х	Х	
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003		Х	Х

CLAUSE NO.	TITLE	DATE	<u>FP</u>	COST	<u>TM</u>
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997	Х	Х	Х
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996	Х	Х	Х
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	Х	Х	Х
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001		Х	Х
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997		Х	Х
52.242-13	BANKRUPTCY	JUL 1995	Х	X	X
52.243-1	CHANGES – FIXED-PRICE ALTERNATE I	AUG 1987	X		
52.243-1	ALTERNATE I	APR 1984	X		
52.243-1	ALTERNATE II	APR 1984	X		
52.243-1	ALTERNATE III	APR 1984	Х		
52.243-2	CHANGES – COST REIMBURSEMENT	AUG 1987		Х	
52.243-2	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	SEPT 2000			х
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984	Х	X	
52.243-7*	NOTIFICATION OF CHANGES	APR 1984	Х	Х	X
52.244-2*	SUBCONTRACTS	AUG 1998	Х	X	X
52.244-2	ALTERNATE I	JAN 2006		Х	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996	Х	Х	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEP 2006	Х	Х	X
52.245-1	PROPERTY RECORDS	APR 1984	Х	Х	X
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	MAY 2004	Х		
52.245-2	ALTERNATE I	APR 1984	X		
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM).	JUN 2003	Х		Х
52.245-5	GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	MAY 2004		х	Х
52.245-18	SPECIAL TEST EQUIPMENT	FEB 1993	X	X	
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984	Х	Х	Х
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996	X		X
52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT	APR 1984		Х	
52.246-19*	WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA.	MAY 2001	Х		
52.246-19	ALTERNATE I	APR 1984	X		
52.246-19	ALTERNATE II	APR 1984	Х		
52.246-19	ALTERNATE III	APR 1984	X		
52.246-20*	WARRANTY OF SERVICES				
52.246-20*	LIMITATION OF LIABILITY	MAY 2001 FEB 1997	X		
52.246-23	LIMITATION OF LIABILITY  LIMITATION OF LIABILITY – HIGH VALUE		X	X	
	ITEMS	FEB 1997	Х	X	
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997	X	X	X
52.247-1*	COMMERCIAL BILL OF LADING NOTATIONS	FEB 2006	X	X	X

CLAUSE	TITLE	DATE	FP	COST	TM
NO.					
52.247-63*	PREFERENCE FOR U.SFLAG AIR CARRIERS	JUNE 2003	X	X	X
52.247-67*	SUBMISSION OF TRANSPORTATION	FEB 2006	X	X	X
	DOCUMENTS FOR AUDIT				
52.248-1*	VALUE ENGINEERING	FEB 2000	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	MAY 2004	X		X
	GOVERNMENT (FIXED-PRICE)				
52.249-4	TERMINATION FOR CONVENIENCE OF THE	APR 1984	X		
	GOVERNMENT (SERVICES) (SHORT FORM).				
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	APR 1984	X		
	SERVICE)				
52.249-14	EXCUSABLE DELAYS	APR 1984		X	X
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984	X	X	X
52.251-2	INTERAGENCY FLEET MANAGEMENT	JAN 1991		X	
	SYSTEM VEHICLES AND RELATED SERVICES				
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.)

(End of Clause)

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

CLAUSE #	CLAUSE TITLE	DATE
552.215-70	EXAMINATION OF RECORDS BY GSA	FEB 1996
552.233-70	PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION	MAR 2000

# 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.3.
- (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.

### I.5 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
  - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the ACO within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

### (b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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

(End of clause)

# I.6 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$1 Million the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order*. The Contractor is not obligated to honor:
  - (1) Any order for a single item in excess of \$1 Billion;
  - (2) Any order for a combination of items in excess of \$1 Billion;
  - (3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (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.7 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months following the expiration of the basic contract ordering period.

(End of clause)

# I.8 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

# I.9 FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)

(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 <u>30th</u> [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment. 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 under any other clause of this contract;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling 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 must 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 damaged, lost, stolen, or destroyed, 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 (1)(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 (TO BE DETERMINED AT THE ORDER LEVEL), 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 (TO BE DETERMINED AT THE ORDER LEVEL), against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

# ALLIANT BASIC CONTRACT July 31, 2007 PAGE 63

(4) There has been no materially adverse of	change in the financial condition of the
Contractor since the submission by the Co	ntractor 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.10 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—
  - (1) Furnish phase-in training; and
  - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

### I.11 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any GSAM (48 CFR Chapter 5) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

# I.12 GSAM 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

(End of clause)

# I.13 GSAM 552.232-72 FINAL PAYMENT (SEP 1999)

Before final payment is made, the Contractor shall furnish the Contracting Officer with a release of all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

(End of clause)

# I.14 GSAM 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999)

- (a) Deviations to FAR clauses.
  - (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)"

after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

- (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.
- (b) *Deviations to GSAR clauses*. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.
- (c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of clause)

(END OF SECTION I)

# SECTION J LIST OF ATTACHMENTS

Attachment 1: Acronyms and Abbreviations

Attachment 2: Cost/Price – Government Site (Contractor's Cost/Price-Government Site –

Contractor's Proposal dated 11/17/06 is incorporated herein by reference.)

Attachment 3: Cost/Price - Contractor Site (Contractor's Cost/Price-Contractor Site -

Contractor's Proposal dated 11/17/07 is incorporated herein by reference.)

Attachment 4: Labor Category Descriptions

Attachment 5: Federal Enterprise Architecture/Department. of Defense Enterprise Architecture Overview

Attachment 6: Past Performance Tables (Not Applicable)

(END OF SECTION J)

# SECTION J ATTACHMENT 1 ACRONYMS AND ABBREVIATIONS

ACO Administrative Contracting Officer

ADR Alternative Dispute Resolution

ATM Asynchronous Transfer Mode

CAF Contract Access Fee

CAS Cost Accounting Standards
CAV Contractor Assisted Visits

CCR Central Contractor Registration
CDA Contract Disputes Act of 1978
CFE Contractor Furnished Equipment
CLIN Contract Line Item Number

CO Contracting Officer

CONUS Continental United States

COR Contracting Officer's Representative

COTR Contracting Officer's Technical Representative

CPS Contractor Performance System

CRM Customer Relationship Management

CSO Cognizant Security Office

D&F Determination and Findings

DBA Davis Bacon Act

DCAA Defense Contract Audit Agency

DCMA Defense Contract Management Agency

DOL Department of Labor

DPA Delegation of Procurement Authority

DSL Digital Subscriber Line

DUNS Data Universal Numbering System EAI Enterprise Application Integration

EDI Electronic Data Interchange EEO Equal Employment Opportunity

EFT Electronic Funds Transfer

eSRS Electronic Subcontracting Reporting System

EVMS Earned Value Management System FEA Federal Enterprise Architecture; also

Department of Defense Enterprise Architecture (DoDEA).

FAS Federal Acquisition Service

FOIA Freedom of Information Act

FPDS-NG Federal Procurement Data System-Next Generation

FTP File Transfer Protocol

FTR Federal Travel Regulations G&A General and Administrative

GFE Government Furnished Equipment
GFM Government Furnished Material
GFP Government Furnished Property
GPS Global Positioning Systems

GSA General Services Administration

GWAC Government Wide Acquisition Contract

HCA Head of Contracting Activity
HTTP HyperText Transfer Protocol

ITMRA Information Technology Management Reform Act

J&A Justification and Approval JTR Joint Travel Regulations

L-H Labor Hour

MA/IDIQ Multiple Award Indefinite-Delivery Indefinite-Quantity

MOM Messaging-Oriented Middleware MOU Memorandum of Understanding

MPIN Marketing Partner Identification Number

NAICS North American Industrial Classification System

OCI Organizational Conflict of Interest
OCO Ordering Contracting Officer

OCONUS Outside of Continental United States

OCR Optical Character Recognition
ODBC Open DataBase Connectivity

ODC Other Direct Cost

OLAP OnLine Analytical Processing
OMB Office of Management and Budget

ORB Object Request Broker

ORCA Online Representations and Certifications Application

PBSOW Performance-Based Statement of Work

PCO Procuring Contracting Officer
PMO Program Management Office

POC Point of Contact

PPIRS Past Performance Information Retrieval System

PWS Performance Work Statement

# ALLIANT BASIC CONTRACT July 31, 2007 PAGE 69

QASP Quality Assurance Surveillance Plan

RADIUS Remote Authentication Dial-In User Service

RDF Resource Description Framework

RFP Request for Proposal SCA Service Contract Act

SMTP Simple Mail Transfer Protocol SOAP Simple Object Access Protocol

SOO Statement of Objectives

SOW Statement of Work

SRM Service Component Reference Model

SQL Structured Query Language

T&M Time & Materials
TOR Task Order Request

TRM Technical Reference Model

UDDI Universal Description, Discovery and Integration

VPN Virtual Private Network VSC Vendor Support Center

WSDL Web Services Description Language

XML EXtensible Markup Language

# **FORMS**

DD254 Contract Security Classification Specification

GSA 527 Contractor's Qualifications and Financial Information

(END OF SECTION J, ATTACHMENT 1)

# SECTION J ATTACHMENT 4 LABOR CATEGORY DESCRIPTIONS

# **Knowledge/Skill Levels:**

Many functional labor categories below (**marked with "#"**) are further subdivided by knowledge/skill level. Definitions of these knowledge/skill levels are shown in this chart:

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

The "G" in the labor identification (ID) numbers below indicate Government-Site Work (see Section J, Attachment 2). The "C" in the labor ID numbers below indicate Contractor-Site Work (see Section J, Attachment 3).

### Administration/Clerical

# (101G# and 101C#)

- (a) Responsible for developing, drafting, writing and editing reports, briefs, proposals, and other documents in support of a client's requirements.
- **(b)** Interfaces with personnel to coordinate meetings, maintain logs, records and files, provides end-user support, and performs general administrative duties.
- (c) Assists in budgetary, billing, and financial management.
- (d) Responsible for preparing and/or maintaining systems, programming and operations documentation, procedures and methods, including user reference manuals.

# **Applications Developer**

### (102G# and 102C#)

- (a) Designs, develops, enhances, debugs, and implements software. Troubleshoots production problems related to software applications.
- (b) Researches, tests, builds, and coordinates the conversion and/or integration of new products based on client requirements. Designs and develops new software products or major enhancements to existing software.
- (c) Addresses problems of systems integration, compatibility, and multiple platforms.
- (d) Consults with project teams and end users to identify application requirements.
- (e) Performs feasibility analysis on potential future projects to management.
- **(f)** Assists in the evaluation and recommendation of application software packages, application integration and testing tools.
- (g) Resolves problems with software and responds to suggestions for improvements and enhancements.
- (h) Acts as team leader on projects.
- (i) Instructs, assigns, directs, and checks the work of other software developers on development team.
- (i) Participates in development of software user manuals.

### **Applications Systems Analyst**

(103G# and 103C#)

- (a) Formulates/defines system scope and objectives.
- (b) Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results.
- (c) Prepares detailed specifications for programs. Assists in the design, development, testing, implementation, and documentation of new software and enhancements of existing applications.
- (d) Works with project managers, developers, and end users to ensure application designs meet business requirements.
- (e) Formulates/defines specifications for complex operating software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer.
- (f) Designs, codes, tests, debugs, and documents those programs.

- (g) Provides overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting, and advanced mathematical/scientific software packages.
- (h) Assists all phases of software systems programming applications.
- (i) Evaluates new and existing software products.

#### **Business Process Consultant**

(104G and 104C)

- (a) Analyzes process and re-engineering, with an understanding of technical problems and solutions as they relate to the current and future business environment.
- (b) Creates process change by integrating new processes with existing ones and communicating these changes to impacted Business Systems teams.
- (c) Recommends and facilitates quality improvement efforts.

# **Business Systems Analyst**

(105G and 105C)

- (a) Formulates and defines systems scope and objectives based on both user needs and a thorough understanding of business systems and industry requirements.
- (b) Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operation time, and form of desired results. Includes analysis of business and user needs, documentation of requirements, and translation into proper system requirements specifications.
- (c) Provides consultation on complex projects and is considered to be the top level contributor/specialist of most phases of systems analysis, while considering the business implications of the application of technology to the current and future business environment.

# **Chief Information Security Officer**

(106G and 106C)

- (a) Responsible for determining enterprise information security standards. Develops and implements information security standards and procedures.
- **(b)** Provides tactical information security advice and examining the ramifications of new technologies.
- (c) Ensures that all information systems are functional and secure.

# **Computer Scientist**

(107G and 107C)

- (a) Acts as a senior consultant in complex or mission critical client requirements.
- (b) Develops, modifies, and applies computer modeling and programming applications to analyze and solve mathematical and scientific problems affecting system and program performance.
- (c) Participates in all phases of scientific and engineering projects such as research, design, development, testing, modeling, simulating, training, and documentation.

### Computer Forensic & Intrusion Analyst (108G and 108C)

- (a) Provides knowledge in computer and network forensics.
- **(b)** Conducts vulnerability assessments/penetration tests of information systems.
- (c) Develops, researches and maintains proficiency in tools, techniques, countermeasures, and trend in computer and network vulnerabilities, data hiding, and encryption.
- (d) Identifies, deters, monitors, and investigates computer and network intrusions.
- (e) Provides computer forensic support to high technology investigations in the form of evidence seizure, computer forensic analysis, and data recovery.

# **Configuration Management Specialist**

(109G# and 109C#)

- (a) Provides configuration management planning.
- **(b)** Describes provisions for configuration identification, change control, configuration status accounting, and configuration audits.
- (c) Regulates the change process so that only approved and validated changes are incorporated into product documents and related software.

### **Data Architect**

(110G AND 110C)

- (a) Designs and builds relational databases. Performs data access analysis design, and archive/recovery design and implementation.
- **(b)** Develops strategies for data acquisitions, archive recovery, and implementation of a database.
- (c) Works in a data warehouse environment, which includes data design, database architecture, and metadata repository creation.
- (d) Translates business needs into long-term architecture solutions.
- (e) Defines, designs, and builds dimensional databases.
- (f) Develops data warehousing blueprints, evaluating hardware and software platforms, and integrating systems.
- (g) Reviews and develops object and data models and the metadata repository to structure the data for better management and quicker access.

#### **Data Warehousing Specialist**

#### (111G# and 111C#)

- (a) Coordinates the data administration technical function for both data warehouse development and maintenance.
- **(b)** Facilitates change control, problem management, and communication among data architects, programmers, analysts, and engineers.
- (c) Establishes and enforces processes to ensure a consistent, well managed, and well-integrated data warehouse infrastructure.
- (d) Analyzes and identifies data and metadata requirements.
- (e) Defines user requirements and database design specifications.
- **(f)** Designs, implements, and supports data warehousing requirements. Implements business rules via stored procedures, middleware, or other technologies.
- (g) Provides product support and maintenance of the data warehouse.
- (h) Performs data warehouse design and construction.
- (i) Prepares/implements data verification and testing methods for the data warehouse.

#### **Database Specialist**

#### (112G# and 112C#)

- (a) Provides all activities related to the administration of computerized databases.
- (b) Projects long-range requirements for database administration and design in conjunction with other managers in the information systems function.
- (c) Designs, creates, and maintains databases in a client/server environment.
- (d) Conducts quality control and auditing of databases in a client/server environment to ensure accurate and appropriate use of data.
- (e) Advises users on access to various client/server databases.
- (f) Designs, implements, and maintains complex databases with respect to JCL, access methods, access time, device allocation, validation checks, organization, protection and security, documentation, and statistical methods.
- (g) Applies knowledge and experience with database technologies, development methodologies, and front-end (e.g., COGNOS)/back-end programming languages (e.g., SQL). Performs database programming and supports systems design.
- (h) Includes maintenance of database dictionaries, overall monitoring of standards and procedures, file design and storage, and integration of systems through database design.

#### **Disaster Recovery Specialist**

(113G# and 113C#)

- (a) Designs and administers programs to include policies, standards, guidelines, training programs, and a viable quality assurance process for disaster recovery.
- (b) Oversees and reviews the testing and implementation of software, data systems, and data networks to ensure that the integrity and security of all electronic data and data systems are adequately protected.
- (c) Facilitates the preparation of an organization-wide business resumption plan.
- (d) Assists in the coordination and establishment of disaster recovery programs and business resumption planning across mainframe and client server platforms.
- (e) Coordinates and monitors simulation testing across all platforms.
- (f) Designs and administers programs to include policies, standards, guidelines, training programs, and a viable quality assurance process for disaster recovery.

#### **Enterprise Architect**

(114G and 114C)

- (a) Provides high-level architectural expertise to managers and technical staff.
- **(b)** Develops architectural products and deliverables for the enterprise and operational business lines.
- (c) Develops strategy of system and the design infrastructure necessary to support that strategy.
- (d) Advises on selection of technological purchases with regards to processing, data storage, data access, and applications development. Sets standards for the client/server relational database structure for the organization (SQL, ORACLE, SYBASE, etc.).
- (e) Advises of feasibility of potential future projects to management.

#### **Enterprise Resource Planning (ERP) Analyst** (115G and 115C)

- (a) Assists with the development and maintenance of the Enterprise Resource Planning (ERP) program.
- (b) Analyzes and evaluates ERP application systems. Assists in software upgrades, documentation, and implementation.
- (c) Customizes and configures workflow to allow the integration of client/server applications.
- (d) Tests ERP layout to ensure the system is meeting corporate needs.

#### **ERP Business/Architectural Specialist**

(116G and 116C)

- (a) Adapts functional business requirements and processes to technical solutions based upon comprehensive enterprise application solution sets.
- (b) Enterprise resource planning and management processes, including but not limited to: knowledge management, investment analysis, data warehousing, e-commerce, return on investment analysis, human resource analysis, material management and logistics, supply chain management, procurement, ordering, manufacturing, decision support, and information dissemination.

#### **Financial Analyst**

(117G and 117C)

(a) Provides support in the areas of budget, billing, reporting, and financial management for IT initiatives.

#### Geographic Information System (GIS) Analyst/Programmer (118G and 118C)

- (a) Demonstrates proficiency in GIS analysis and data modeling.
- (b) Demonstrates and maintains proficiency with current and developing technologies and software related to geographic analysis.
- (c) Coordinates, manages, administers, and develops the Geographic Information Systems.
- (d) Develops various types of GIS maps and related data sets.
- (e) Designs and implements GIS analytical procedures.
- (f) Performs analysis and maintenance of GIS systems.

#### **Graphics Specialist**

(119G and 119C)

- (a) Produces graphic art and visual materials for promotions, advertisements, films, presentations, packaging, and informative and instructional material through a variety of media outlets such as websites and CD-ROMs.
- (b) Generates, manipulates, and integrates graphic images, animations, sound, text and video generated with automated tools into consolidated and seamless multimedia programs.

#### **Groupware Specialist**

(120G and 120C)

- (a) Provides the implementation, maintenance, and support of company messaging system.
- **(b)** Provides technical support on local groupware replication and client dial-up access issues.

#### **Hardware Engineer**

#### (121G# and 121C#)

- (a) Provides analysis related to the design, development, and implementation of hardware for products.
- **(b)** Develops test strategies, devices, and systems.
- (c) Performs stress and performance tests on a variety of computer hardware including circuit boards, processors and wiring.

#### **Help Desk Specialist**

#### (122G# and 122C#)

- (a) Responds to and diagnoses problems through discussion with users.
- (b) Ensures a timely process through which problems are controlled. Includes problem recognition, research, isolation, resolution, and follow-up steps.
- (c) Supervises operation of help desk and serves as focal point for customer concerns.
- (d) Provides support to end users on a variety of issues.
- (e) Identifies, researches, and resolves technical problems.
- (f) Responds to telephone calls, email and personnel requests for technical support.
- (g) Documents, tracks, and monitors the problem to ensure a timely resolution.
- (h) Provides second-tier support to end users for either PC, server, or mainframe applications or hardware.
- (i) Interact with network services, software systems engineering, and/or applications development to restore service and/or identify and correct core problem.
- (j) Simulates or recreates user problems to resolve operating difficulties.
- (k) Recommends systems modifications to reduce user problems.

#### Information Assurance/Security Specialist (123G# and 123C#)

- (a) Determines enterprise information assurance and security standards.
- (b) Develops and implements information assurance/security standards and procedures.
- (c) Coordinates, develops, and evaluates security programs for an organization. Recommends information assurance/security solutions to support customers' requirements.
- (d) Identifies, reports, and resolves security violations.
- (e) Establishes and satisfies information assurance and security requirements based upon the analysis of user, policy, regulatory, and resource demands.
- (f) Supports customers at the highest levels in the development and implementation of doctrine and policies.
- (g) Applies know-how to government and commercial common user systems, as well as to dedicated special purpose systems requiring specialized security features and procedures.
- (h) Performs analysis, design, and development of security features for system architectures.

- (i) Analyzes and defines security requirements for computer systems which may include mainframes, workstations, and personal computers.
- (j) Designs, develops, engineers, and implements solutions that meet security requirements.
- (k) Provides integration and implementation of the computer system security solution.
- (I) Analyzes general information assurance-related technical problems and provides basic engineering and technical support in solving these problems.
- (m)Performs vulnerability/risk analyses of computer systems and applications during all phases of the system development life cycle.
- (n) Ensures that all information systems are functional and secure.

#### **Information Specialist/Knowledge Engineer**

(124G and 124C)

(a) Develops information retrieval solutions to support client requirements for specified domain subjects, using information retrieval software languages and automated text analysis and extraction techniques

#### **Modeling and Simulation Specialist**

(125G and 125C)

- (a) Specialist in modeling and simulation functions or operations such as, but not limited to exercises, plans, coordination, demonstrations, and instruction in the fields such as, but not limited to health, environmental, transportation, law enforcement, and security for military, and civil agencies.
- **(b)** Supports live, constructive, or virtual training.

#### **Network Specialist**

(126G# and 126C#)

- (a) Provides technical guidance for directing and monitoring information systems operations. Designs, builds, and implements network systems.
- **(b)** Directs compilation of records and reports concerning network operations and maintenance. Troubleshoots network performance issues. Analyzes network traffic and provides capacity planning solutions.
- (c) Monitors and responds to complex technical control facility hardware and software problems. Interfaces with vendor support service groups to ensure proper escalation during outages or periods of degraded system performance.
- (d) Manages the purchase, testing, installation, and support of network communications, including LAN/MAN/WAN systems.
- (e) Performs system-level design and configuration of products including determination of hardware, OS, and other platform specifications.
- (f) Plans large-scale systems projects through vendor comparison and cost studies.

- (g) Performs a variety of systems engineering tasks and activities that are broad in nature and are concerned with major systems design, integration, and implementation, including personnel, hardware, software, budgetary, and support facilities and/or equipment.
- (h) Provides quality assurance review and the evaluation of new and existing software products.
- (i) Provides assistance and oversight for all information systems operations activities, including computer and telecommunications/communications operations, data entry, data control, LAN/MAN/WAN administration and operations support, operating systems programming, system security policy procedures, and/or web strategy and operations.
- (j) Provides input to policy level discussions regarding standards and budget constraints.
- (k) Supervises all personnel engaged in the operation and support of network facilities, including all communications equipment on various platforms in large scale or multishift operations.
- (I) Supervises complex operations that involve two or more additional functions such as, but not limited to, network operations, systems security, systems software support, and production support activities.
- (m) Monitors and responds to hardware, software, and network problems.
- (n) Provides the routine testing and analysis of all elements of the network facilities (including power, software, communications machinery, lines, modems, and terminals).
- (o) Utilizes software and hardware tools and identifies and diagnoses complex problems and factors affecting network performance.
- (p) Troubleshoots network systems when necessary and makes improvements to the network

#### **Program Manager**

(127G and 127C)

- (a) Organizes, directs, and manages contract operation support functions, involving multiple, complex and inter-related project tasks.
- **(b)** Manages teams of contract support personnel at multiple locations.
- (c) Maintains and manages the client interface at the senior levels of the client organization.
- (d) Meets with customer and contractor personnel to formulate and review task plans and deliverable items. Ensures conformance with program task schedules and costs.

#### **Project Manager**

(128G and 128C)

- (a) Leads team on large projects or significant segment of large complex projects.
- (b) Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components.
- (c) Provides applications systems analysis and programming activities for a Government site, facility or multiple locations.
- (d) Prepares long and short-range plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources.
- (e) Oversees all aspects of projects.

#### **Quality Assurance Specialist**

#### (129G# and 129C#)

- (a) Provides development of project Software Quality Assurance Plan and the implementation of procedures that conforms to the requirements of the contract.
- **(b)** Provides an independent assessment of how the project's software development process is being implemented relative to the defined process and recommends methods to optimize the organization's process.
- (c) May be responsible for all activities involving quality assurance and compliance with applicable regulatory requirements.
- (d) Conducts audits and reviews/analyzes data and documentation.
- (c) Develops and implements procedures and test plans for assuring quality in a system development environment which supports large databases and applications.

#### **Research Analyst**

#### (130G and 130C)

- (a) Plans, organizes, and conducts research in a variety of areas, such as new or existing products, science, social science, law or business, etc. in support of an IT initiative.
- **(b)** Searches sources such as reference works, literature, documents, newspapers, statistical records, and other sources of information. May use Internet, Intranet, magazines, periodicals, journals, and other media to perform research.
- (c) Analyzes information and statistical data to prepare reports and studies for use by professionals.

#### **Strategic/Capital Planner**

#### (131G and 131C)

- (a) Provides strategic planning of large projects or a significant segment of a strategic planning portion of a large complex project.
- (b) Provides the overall approach to clarify mission statements so they can be used as springboards in envisioning their desired future.
- (c) Assists in developing mission and vision statements, subsequent goal delineation, provides guidance for building operational plans and specifying measurable outcomes to include capital outlay planning efforts in a consolidated strategic planning process and prioritizes those initiatives.
- (d) Assist in preparation of key strategic planning documentation, including OMB Form 300.

#### **Subject Matter Expert**

#### (132G# and 132C#)

- (a) Serves as subject matter expert, possessing in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, or the various sciences.
- (b) Provides technical knowledge and analysis of highly specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems that need extensive knowledge of the subject matter for effective implementation.
- (c) Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases.
- (d) Applies principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions.

#### **Systems Engineer**

#### (133G and 133C)

- (a) Provides analysis related to the design, development, and integration of hardware, software, man-machine interfaces and all system level requirements to provide an integrated IT solution.
- (b) Develops integrated system test requirement, strategies, devices and systems.
- (c) Directs overall system level testing.

#### **Technical Editor**

(134G and 134C)

- (a) Reviews content of technical documentation for quality.
- **(b)** Produces technical and scientific illustrations for presentations and/or publication, as appropriate to the requirements.
- (c) Ensures that documents follow the style laid out in the company's style guide.

#### **Technical Writer**

(135G and 135C)

- (a) Writes a variety of technical articles, reports, brochures, and/or manuals for documentation for a wide range of uses.
- (b) Coordinates the display of graphics and the production of the document.
- (c) Ensures content is of high quality and conforms with standards.

#### **Test Engineer**

#### (136G# and 136C#)

- (a) Evaluates, recommends, and implements automated test tools and strategies.
- (b) Designs, implements, and conducts test and evaluation procedures to ensure system requirements are met.
- (c) Develops, maintains, and upgrades automated test scripts and architectures for application products. Also writes, implements, and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports.
- (d) Serves as subject matter specialist providing testing know-how for the support of user requirements of complex to highly complex software/hardware applications.
- (e) Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection.

#### **Training Specialist**

#### (137G# and 137C#)

- (a) Assesses, designs, and conceptualizes training scenarios, approaches, objectives, plans, tools, aids, curriculums, and other state of the art technologies related to training and behavioral studies.
- (b) Identifies the best approach training requirements to include, but not limited to hardware, software, simulations, course assessment and refreshment, assessment centers, oral examinations, interviews, computer assisted and adaptive testing, behavior-based assessment and performance, and team and unit assessment and measurement.
- (c) Develops and revises training courses. Prepares training catalogs and course materials.
- (d) Trains personnel by conducting formal classroom courses, workshops, and seminars.

#### Voice/Data Communications Engineer (138G# and 138C#)

- (a) Provides technical direction and engineering knowledge for communications activities including planning, designing, developing, testing, installing and maintaining large communications networks.
- (b) Ensures that adequate and appropriate planning is provided to direct building architects and planners in building communications spaces and media pathways meet industry standards.
- (c) Develops, operates, and maintains voice, wireless, video, and data communications systems.
- (d) Provides complex engineering or analytical tasks and activities associated with one or more technical areas within the communications function.

#### **Web Content Analyst**

(139G and 139C)

- (a) Provides for development and content that will motivate and entertain users so that they regularly access the website and utilize it as a major source for information and decision-making.
- **(b)** Provides managing/performing website editorial activities including gathering and researching information that enhances the value of the site.

#### Web Designer

(140G and 140C)

- (a) Designs and builds web pages using a variety of graphics software applications, techniques, and tools.
- (b) Designs and develops user interface features, site animation, and special-effects elements. Contributes to the design group's efforts to enhance the look and feel of the organization's online offerings.
- (c) Designs the website to support the organization's strategies and goals relative to external communications.

(END OF SECTION J, ATTACHMENT 4)

#### SECTION J ATTACHMENT 5 FEDERAL ENTERPRISE ARCHITECTURE (FEA)

As described in Section C.2, information on the FEA is provided below.

#### J.5.1 Alliant IT Service Categories

The Alliant contract includes Infrastructure, Application, and IT Management Services to support Federal government agencies' integrated IT solution requirements. The specific offerings are categorized below:

Infrastructure Services	Application Services	IT Management Services
Service Access and Delivery	Customer Services	Controls and Oversight
- Access Channels	- Customer Relationship	- Performance Management
- Delivery Channels	Management (CRM)	Risk Management and
- Service Requirements	- Customer Preferences	Mitigation
	- Customer Initiated Assistance	
- Service Transport Service Platform and	Process Automation	- Contingency Planning
Infrastructure		- Continuity of Operations (COOP)
	- Tracking and Workflow	
- Support Platforms	- Routing and Scheduling	- Service Recovery
- Delivery Servers	<b>Business Management</b>	Regulatory Development
- Software Engineering	Services Management of Process	- IT Policy and Guidance
- Database/Storage	- Management of Process	Development
- Hardware/Infrastructure	- Organizational Management	Planning and Resource
Component Framework	- Investment Management	Allocation
- Security	- Supply Chain Management	- Budget Formulation/
- Presentation/Interface	Digital Asset Services	Execution
- Business Logic	- Content Management	- Capital Planning
- Data Interchange	- Document Management	- Enterprise Architecture (EA)
- Data Management	- Knowledge Management	- Strategic Planning
Service Interface and	- Records Management	- Management Improvement
Integration	<b>Business Analytical Services</b>	IT Security
- Integration	- Analysis and Statistics	
- Interoperability	- Visualization	
- Interface	- Knowledge Discovery	
	- Business Intelligence	
	- Reporting	
	Back Office Services	
	- Data Management	
	- Human Resources	
	- Financial Management	
	- Asset/Materials Management	
	- Development and Integration	
	- Human Capital/Workforce	
	Management	
	Support Services	
	- Security Management	
	- Collaboration	
	- Search	

- Communication	
- Systems Management	
- Forms Management	
Custom Mission Support	
Systems	

#### J.5.2 Federal Enterprise Architecture (FEA)

#### J.5.2.1 Background

The Alliant GWAC IT solution and service offerings are aligned with the Federal Enterprise Architecture (FEA). The FEA alignment is aimed at advancing government-wide objectives set forth in the President's Management Agenda (PMA). The embedded support for FEA practices will facilitate compliance with Federal policy mandates for IT investments.

The alignment of federal agencies' requirements and proposed IT solutions relative to FEA is optional. As federal agencies and governing bodies work to mature the FEA reference models, the Alliant GWAC's will be updated to correspond with agencies' evolving mission needs.

#### J.5.2.2 Objectives

The Alliant GWAC is structured to support objectives of the FEA program and other important government-wide policy initiatives. The Alliant GWAC has been developed within the framework prescribed by the new IT investment budget guidance issued by OMB. The contract vehicle conforms to the new environment defined by the changes to Exhibits 53 and 300 of OMB Circular A-11, and it is designed to minimize contract bundling, while maximize small business participation.

The Alliant GWAC provides inclusive support for IT requirements across all business lines and functions of the federal government, as defined in the FEA reference models. The FEA "common framework" represents the minimum scope of IT solutions and services available to federal government agencies through the Alliant GWAC.

#### J.5.2.3 FEA Reference Models

The FEA "reference models" align IT investments with agencies' mission requirements. The component-based architecture enables a structural understanding of agencies' operations and integrated support systems used to accomplish business goals.

The FEA reference models provide a framework for managing and leveraging IT investments across the Federal government. The FEA framework promotes the sharing, consolidation, and

reuse of business processes and systems to facilitate inter-government collaboration and information resource management.

The FEA will facilitate agencies' efforts to migrate toward a more unified government-wide IT infrastructure, by standardizing on technologies and systems that support mission needs. The FEA is designed to improve government operations and reduce overall costs associated with developing, implementing, and managing IT systems.

The FEA consists of five interrelated reference models:

- Performance Reference Model (PRM)
- Business Reference Model (BRM)
- Service Component Reference Model (SRM)
- Technical Reference Model (TRM)
- Data Reference Model (DRM)

The Alliant GWAC service offerings are defined broadly relative to the expected relationship ("mapping") with the FEA architecture components. The services support the development and use of EA work products to manage current and future needs of federal government business operations (i.e., "baseline" and "target" architectures). The Alliant GWAC includes transition planning and migration support for all EA components (e.g., business, information, application, and technology architectures), to advance the development and implementation of "core EA capabilities."

An overview of each of the FEA reference models is provided below. Detailed information pertaining to each of the FEA reference models is available at the following URL: <a href="http://www.whitehouse.gov/omb/egov/a-1-fea.html">http://www.whitehouse.gov/omb/egov/a-1-fea.html</a>.

#### J.5.2.4 Performance Reference Model (PRM)

The PRM supports performance measurement requirements for IT investments. The framework enables federal agencies to measure the success of their IT investments relative to strategic outcomes. The PRM focuses on improving the alignment of inputs and outputs to effectively achieve business objectives, by establishing standard output measurements across the federal government,.

The Alliant GWAC IT Management Services include support for controls and oversight functions relating to IT initiatives. These services are designed to facilitate the development, implementation, and maintenance of management controls and systems required by federal government agencies to evaluate, manage, and monitor program performance relative to IT initiatives. In addition, these services will enable operational improvements where technology is needed to support business processes, and facilitate management of performance.

The Alliant GWAC IT Management Services address requirements for federal agencies' use of the FEA PRM. These services include, but are not limited to, support for all FEA PRM measurement areas, categories, and groupings which correspond to the government lines of business and functions delineated in the FEA BRM. The Alliant GWAC includes support services for measuring and reporting on the completion and usage of EA programs, as well as evaluating results for E-Gov alignment and implementation of cross-governmental initiatives (e.g., SmartBUY, IPv6).

The IT Management Services aligned with the controls and oversight functions will enable federal government agencies to efficiently and effectively measure strategic outcomes relative to IT investments, in accordance with the specific measurement areas prescribed in the FEA PRM (e.g., mission and business results, customer results, measurement areas for processes and activities, technology, human capital, other fixed assets).

Detailed information pertaining to the FEA PRM is available at the following URL: http://www.whitehouse.gov/omb/egov/a-2-prm.html

#### J.5.2.5 Business Reference Model (BRM)

The BRM component architecture represents the business functions of the federal government. The BRM is structured around government Business Areas, Lines of Business (LOBs), and corresponding operational functions. The government operations are categorized into four Business Areas: Services for Citizens; Mode of Delivery; Support Delivery of Services; and Management of Government Resources.

Under the auspices of the FEA, IT investments must be integrated with agencies' strategic planning and performance management processes. The IT Management Services address requirements for IT policy, programmatic and management support. This area includes IT-related services to support mission operations and service delivery functions, as well as planning and resource management operations.

The IT Management Services include support for all strategic planning, management, and control functions integral to IT initiatives. The IT Management Services provide the foundational support to effectively align IT requirements with federal government business operations.

The IT Management Services will enable the development and implementation of enhanced governance capabilities, to efficiently and effectively support government agencies' mission requirements and service delivery operations. In conjunction with the controls and oversight functions addressed above, the IT Management Services include, but are not limited to, support for the following functions: Risk Management and Mitigation; Regulatory Development; Planning and Resource; and IT Security.

Detailed information pertaining to the FEA BRM is available at the following URL: http://www.whitehouse.gov/omb/egov/a-3-brm.html

#### J.5.2.6 Service Component Reference Model (SRM)

The SRM categorizes service components that support agencies' business and performance objectives. The SRM is focused on standardizing technology and application service components to support government business operations. The SRM framework promotes the sharing, consolidation, and "re-use" of business processes and services capabilities across the federal government.

IT investments must be aligned with service capabilities required to support agencies' business operations. The Application Services address requirements for service components that support enterprise and organizational processes.

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

The Application Services are aligned with the service domains defined in the FEA SRM: Customer Services; Process Automation; Business Management Services; Digital Asset Services; Business Analytical Services; Back Office Services; and Support Services. The Alliant GWAC also includes services for developing and implementing systems required to support unique agency and departmental-level mission requirements.

Detailed information pertaining to the FEA SRM is available at the following URL: <a href="http://www.whitehouse.gov/omb/egov/a-4-srm.html">http://www.whitehouse.gov/omb/egov/a-4-srm.html</a>

#### J.5.2.7 Technical Reference Model (TRM)

The TRM defines the standards and technologies to enable the delivery of service components and capabilities. The TRM promotes the use of common standards and technology components to support agencies' business functions and "target architecture."

All IT investments must be aligned with the technologies supporting agencies' business operations. The Infrastructure Services provide support for all technology components, services, and standards, integral to developing and maintaining the IT infrastructure.

The Infrastructure Services provide the technical framework to effectively enable applications and service capabilities required for government business operations. The areas includes, but is not limited to, support for the following services: Service Access and Delivery; Service Platform and Infrastructure; Component Framework; and Service Interface and Integration. Detailed

information pertaining to the FEA TRM is available at the following URL: <a href="http://www.whitehouse.gov/omb/egov/a-6-trm.html">http://www.whitehouse.gov/omb/egov/a-6-trm.html</a>.

#### J.5.2.8 Data Reference Model (DRM)

The DRM describes the data and information supporting government operations. The component architecture promotes standards for the identification, use, and sharing of data/information across the federal government. The DRM includes three standardization areas: Data Context (data categorization) Data Sharing (data access and exchange); and Data Description (data structures).

The Alliant GWAC includes support for agencies use of the FEA DRM. The support services include, but are not limited to, the development, implementation, and maintenance of agencies' DRM Schemas ("XLM instances") that contain information relevant to the three DRM standardization areas.

Detailed information pertaining to the FEA DRM is available at the following URL: <a href="http://www.whitehouse.gov/omb/egov/a-5-drm.html">http://www.whitehouse.gov/omb/egov/a-5-drm.html</a>

#### J.5.3 Department of Defense Enterprise Architecture (DoDEA)

In conjunction with the FEA, the Alliant GWAC includes support for all components of the DoD Enterprise Architecture (EA) framework: DoD EA PRM; DoD EA BRM; DoD EA SRM; DoD EA TRM; and DoD DRM. The DoD EA reference models comprise the integrated performance, business, application, data, and technology constructs in support of the DoD mission.

The DoD EA framework is aligned with the FEA reference models. The DoD EA PRM is focused on measuring the effects of IT relative to enhancing DoD mission performance. The DoD EA BRM incorporates DoD-specific LOBs/subfunctions, and uses existing DoD standards to relate to the FEA elements. The DoD EA SRM is structured across the DoD mission areas of the Warfighter, Business, Intelligence, and Enterprise Information Environment (EIE). The DoD EA TRM integrates existing DoD standards, specifications, and technologies for required DoD service components and electronic Government (e-Gov) initiatives. The DoD EA DRM classifies data and information relative to how it supports the DoD business operations.

Detailed information concerning each of the DoD EA reference models is available at the following URL: <a href="http://www.dod.mil/nii/ea/DoD">http://www.dod.mil/nii/ea/DoD</a> EA Executive Summary.html.

(END OF SECTION J, ATTACHMENT 5)

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Modification PS04 is hereby issued to reflect the following changes:

- 1. Revise Section F.5 DELIVERABLES;
- 2. Revise URLs in Sections E.1, F.1, H.1, I.2;
- 3. Revise Section G.2 AUTHORIZED USERS;
- 4. Revise Section G.9.5 Contract Access Fee (CAF) Remittance;
- 5. Revise Section G.9.7 Contractor Administrative Reporting;

- Revise Section H.13.1 Contractor Webpage;
   Insert a new 2<sup>nd</sup> paragraph to Section H.16 COST ACCOUNTING SYSTEM;
   Update Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998); and
- 9. Update Section I.2.1 ACQUISITION OF COMMERCIAL ITEMS

#### 1) Revise the table in Section F.5 DELIVERABLES

ID	SECTION	DELIVERABLE TITLE	FREQUENCY	DELIVER TO
1	G.9.5	CAF Remittance	Remit the CAF to GSA in U.S. dollars within 30 calendar days after the end of the reporting quarter.	GSA via EFT
2	G.9.7	Contract Administrative Reporting	Order/Modification Data – Report all orders/modifications within 30 days of order acceptance/award;	GWAC Management Module (GMM)
			Purchase Data – Report purchase data from each accepted invoice within 30 calendar days after the end of the reporting quarter;	
			CAF Payment Data – Report each CAF payment remitted to GSA within 30 calendar days after the end of the reporting quarter.	
3	G.9.8.1	Annual Order Close- out Report	Annually on the anniversary of the Basic Contract award.	PCO via Alliant@gsa .gov
4	H.16	Cost Accounting and Earned Value Management Systems Checklist	Annually on the anniversary of the Basic Contract award.	PCO via Alliant@gsa .gov

CONTRACT: GS00Q09BGD0023 MODIFICATION NUMBER: PS04 PAGE 3 of 9

2) Revise URLs in Sections E.1, F.1, H.1, I.2

Delete http://acqnet.gov/far/index.html.

Replace with https://www.acquisition.gov/far/index.html

Delete http://acqnet.gov/gsam/gsam.html

Replace with https://www.acquisition.gov/gsam/gsam.html

3) Delete G.2 AUTHORIZED USERS in its entirety and replace with the following:

#### G.2 AUTHORIZED USERS

Pursuant to FAR 16.504(a)(4)(vi), only authorized users may place Orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR 2.1) in good standing must have an appropriate delegation of authority from the Procuring Contracting Officer (PCO). For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

This Basic Contract is for use by all Federal agencies, authorized Federal contractors, and others as listed in General Services Administration (GSA) Order ADM 4800.2F, ELIGIBILITY TO USE GSA SOURCES AND SUPPLY, September 17, 2009, as modified from time to time.

4) Delete G.9.5 Contract Access Fee (CAF) Remittance in its entirety and replace with the following:

#### G.9.5 Contract Access Fee (CAF) Remittance

The Contract Access Fee (CAF) reimburses GSA for the cost of operating the Alliant Program. The CAF percentage is set at the discretion of GSA and GSA maintains the unilateral right to change the percentage at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change.

Contractors shall remit the CAF in U.S. dollars to GSA within 30 calendar days after the end of each calendar quarter for all invoice payments received during that calendar quarter. Where CAF for multiple invoice payments (on one or more Orders) is due, Contractors may consolidate the CAF owed into one payment.

CONTRACT: GS00Q09BGD0023 MODIFICATION NUMBER: PS04 PAGE 4 of 9

#### Calendar Quarters

#### **CAF Due Date**

1 <sup>st</sup> Quarter January 1 <sup>st</sup> – March 31 <sup>st</sup>	April 30 <sup>th</sup>
2 <sup>nd</sup> Quarter April 1 <sup>st</sup> – June 30 <sup>th</sup>	July 30 <sup>th</sup>
3 <sup>rd</sup> Quarter July 1 <sup>st</sup> – September 30 <sup>th</sup>	October 30 <sup>th</sup>
4 <sup>th</sup> Quarter October 1 <sup>st</sup> – December 31 <sup>st</sup>	January 30 <sup>th</sup>

CAF payments are to be remitted via Electronic Funds Transfer ("EFT"). Contractors are authorized to pay with a check only until the GMM has been updated to accept electronic payments. If paying by check, each check shall be annotated with the corresponding Alliant contract number only, and the reporting quarter.

<u>Payment by check</u>: All GWAC checks must be made payable and remitted to the following address:

U.S. General Services Administration Government Wide Acquisition Contracts - GWACs P.O. Box 970027 St. Louis, MO 63197-0027

If necessary, the courier address is:

GSA Federal Acquisition Service Government Lockbox SL-MO-C2GL 1005 Convention Plaza (P.O. Box 970027) St. Louis, MO 63197-0027

GSA FAS reserves the right to unilaterally change such instructions as necessary, following notification to the Contractor.

Failure to remit the CAF in a timely manner will constitute a Basic Contract debt to the United States Government under the terms of FAR 32.6.

5) Delete G.9.7 Contractor Administrative Reporting in its entirety and replace with the following:

#### G.9.7 Contractor Administrative Reporting

The following defines the administrative reporting requirements under the Basic Contract. All of the reporting data specified here shall be provided electronically via the GWAC Management Module which can be accessed at http://itss.gsa.gov.

The types of reporting data required are as follows:

- (a) Order Award The contractor shall report all non IT Solution Shop (ITSS) Orders within thirty (30) calendar days of Order award. Award data includes, but is not limited to:
  - (1) Basic Contract Number
  - (2) Order Number
  - (3) Order Description (i.e. Type of Project)
  - (4) Predominant Contract Type (i.e. T&M, CPFF, FFP, etc.)
  - (5) Issuing Ordering Contracting Officer (OCO)
  - (6) Initial Period of Performance
  - (7) Award Date
  - (8) Award Obligated/Funded Amount

Order Award data issued through ITSS will automatically populate into the GWAC Management Module.

- (b) Modification Data The contractor shall report all non ITSS Modifications within thirty (30) calendar days from the date of each Modification. Modification data includes, but is not limited to:
  - (1) Basic Contract Number
  - (2) Order Number
  - (3) Modification Number
  - (4) Modification Description (i.e., Incremental Funding, Exercise Option, etc.)
  - (5) Issuing OCO
  - (6) Modification Period of Performance
  - (7) Modification Date
  - (8) Modification Obligated/Funded Amount

Modification data issued through ITSS will automatically populate into the GWAC Management Module.

- (c) Purchase Data The contractor shall report purchase data from each accepted invoice within 30 calendar days after the end of the reporting quarter. Purchase data includes, but is not limited to:
  - (1) Contractor Invoice Number
  - (2) Date Issued
  - (3) Itemized Charges categorized as follows:
    - (a) On-Site and Off-Site Labor Categories for T&M/Labor Hour (including non-Alliant/specialized labor categories)
    - (b) Cost Labor
    - (c) Fixed Price Labor
    - (d) Loaded Hourly Labor Rates or Direct Labor rates as applicable.
    - (e) Award/Fixed/Incentive Fees
    - (f) Travel
    - (g) Other Direct Costs (ODCs)
    - (h) Materials (for T&M)

Hybrid blends, e.g., fixed price/time & material, should report those items above as it relates to each of the respective task order types.

The GWAC Management Module categorized direct material and ODCs as defined in FAR 52.232-7 simply as ODCs.

(d) CAF Payment Data – The contractor shall report each CAF payment remitted to GSA within 30 calendar days after the end of the reporting quarter.

#### Calendar Quarters

#### **CAF** Reporting Date

1 <sup>st</sup> Quarter January 1 <sup>st</sup> – March 31 <sup>st</sup>	April 30 <sup>th</sup>
2 <sup>nd</sup> Quarter April 1 <sup>st</sup> – June 30 <sup>th</sup>	July 30 <sup>th</sup>
3 <sup>rd</sup> Quarter July 1 <sup>st</sup> – September 30 <sup>th</sup>	October 30 <sup>th</sup>
4 <sup>th</sup> Quarter October 1 <sup>st</sup> – December 31 <sup>st</sup>	January 30 <sup>th</sup>

CAF payment data includes, but is not limited to:

- (1) Trace Number (or Voucher/Check Number)
- (2) Total Remitted Amount
- (3) Remit Date
- (4) Amount applied to each Order Number (for the reported payment)

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

6) Delete H.13.1 Contractor Webpage in its entirety and replace with the following:

#### H.13.1 Contractor Webpage

The Contractor shall develop and maintain a current, publicly available webpage accessible via the Internet throughout the period of performance of the Basic Contract and the Contractor's Orders through close-out. The webpage shall be prominently located on the website where other government contracts are listed. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide world-class professional support services under the Basic Contract. At a minimum, this webpage must include the following items: the original Alliant Basic Contract award document SF26 and all Basic Contract modifications issued to date (within 30 calendar days from modification issuance), contractor DUNS number, prompt payment terms, contact information of Contractor's Program Manager and Contract Manager, a link to the Central Contractor Registration (CCR) webpage and a link to the GSA Alliant website.

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.

7) Insert a new 2<sup>nd</sup> paragraph in Section H.16 COST ACCOUNTING SYSTEM.

#### H.16 COST ACCOUNTING SYSTEM

Contractors are required to have an adequate cost accounting system for Cost Reimbursement type Orders in accordance with FAR 16.301-3(a)(1). The Contractor must maintain a cost accounting system determined adequate for determining costs applicable to the contract by their cognizant auditing agency. The Contractor shall notify the PCO and designated OCOs for ongoing Orders, in writing, if there are any changes in the status of their cost accounting system and provide the reason(s) for the change.

Annually, on the anniversary of the Basic Contract award, the contractor shall complete the "Cost Accounting and Earned Value Management Systems Checklist", in Section J, Attachment 6, and transmit this completed checklist to the Alliant PCO at Alliant@gsa.gov. The contractor shall indicate the status on this checklist whether the DCAA/DCMA reviewed systems are adequate or inadequate, or as stated by DCAA/DCMA; list any and all cited deficiencies; and whether any changes to these systems have occurred since the last contract performance year. When status is changed to "Deficient", this status shall be noted on the checklist no later than 30 days from the DCAA/DCMA issuance date.

# 8) Update Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).

The following clauses are hereby updated and incorporated by reference:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010	X	Х	X
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JULY 2010	Х	X	X
52.232-36	Payment By Third Party	FEB 2010	X	X	X
52.244-6	Subcontracts For Commercial Items	JUN 2010	X	X	X

#### 9) Update Section I.2.1 Acquisition of Commercial Items.

The following clauses are hereby updated and incorporated by reference:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items	JUL 2010	X		Х
52.212-5	Alternate II	APR 2010	X		X

All other contract terms and conditions remain unchanged.

CONTRACT: GS00Q09BGD0023 MODIFICATION NUMBER: PS04 PAGE 9 of 9

# Section J ATTACHMENT 6 COST ACCOUNTING & EARNED VALUE MANAGEMENT SYSTEMS CHECKLIST

Contractor Name on DCAA Reports:

Alliant GWAC Number:		GS00Q09BG	D00	
	DCAA Audit Report No.	DCAA Audit Report Date	Status	Changed Since Previous Contract Performance Year (Y/N)
Cost Accounting System				
Labor Charging System				
Billing System				
Estimating System				
Purchasing System				
Compensation System				
Earned Value Management System				
Comments (if Deficiencies	are noted):			
DCAA Point of Contact Na Address Phone Number Email	ume (Current)			
DCMA Administrative Con Address Phone Number Email	stracting Officer N	Name (Current)		
I certify that the above state	ments are true.			
Name of Contractor Represe	entative	Date Sig	med	

12/22/2009

AMENDMENT OF SOLICITATION	I/MODIFICATION C	OF CONTRACT	1, Cor	TRACT ID (	CODE	PAGE OF	F PAGES	
						1	4	
2. AMENDMENT/MODIFICATION NO. PS03	3, EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHA			5. PROJECT N	O. (IF APPLICAB	LE)	
I. Issued By Code	OTACA	7. ADMINISTERED BY	' (if other ti	nan Item 6	Code			
U.S. GENERAL SERVICES ADMINIST ENTERPRISE GWAC CENTER 9988 HIBERT STREET, SUITE 310 SAN DIEGO, CA 92131		THE CONTRACTOR OF THE CONTRACT				ļ		
3. Name and Address of Contractor (No., street, county	, State and ZIP Code		(x)	8A. AVE	NOMENT OF SOL	CITATION NO.		
CLIENT NETWORK SERVICES, INC. 702 KING FARM BLVD., 2 <sup>ND</sup> FLOOR				8B, DAT	ed (See Item 11)	)		
ROCKVILLE, MD 20850-5966				10A. Mo	DIFICATION OF C	ONTRACT/ORG	R No.	
					S00Q09BGI		_,,,,,,	
OODE	CAON IN CORE		Х	10B, DA	TED (SEE ITEM 1			
	FACILITY CODE  M ONLY APPLIES TO	O AMENDMENTS OF	POLICE	CATION	5/01/2009	<del></del>		
The above numbered solicitation is emended as a Offers	set forth in Item 14. The hou	ir and date specified for rece	sol of	1 · I	is extended	[ ls no!	extended.	
ly separate letter or telegram which includes a reference HE PLACE DESIGNATED FOR THE RECEIPT OF OF If this amendment you desire to change an offer already officiation and this amendment, and is received prior to	PERS PRIOR TO THE HOU submitted, such change ma the opening hour and date s	IR AND DATE SPECIFIED N	AAY RESU	TIMPET	ピクエピヘイ ひと マク	NIO VECEO	le barre de de la comp	
2. ACCOUNTING AND APPROPRIATION DATA (If rea N/A	dnįteg)		*				-5	
	PI IES ONI V TO MO	DIFICATIONS OF CO	MTDAC	TEIOPE	EDE			
IT MODIFIES	THE CONTRACT/OR	DER NO. AS DESCR	IBFD IN	ITEM 14	icko, L	4. No. 1		
A. THIS CHANGE ORDER IS ISSUED PURSU. NO. IN ITEM 10A.	ANT TO: (Specify authority)	THE CHANGES SET FORT	HINITEM	14 ARE I	ADE IN THE C	ONTRACT OF	ROER	
B. THE ABOVE NUMBERED CONTRACT/ORD appropriation date, etc.) SET FORTH IN ITE	ER IS MODIFIED TO REFL M 14, PURSUANT TO THE	ECT THE ADMINISTRATIV AUTHORITY OF FAR 43.10	E CHANGE 03(b).	S (such a	changes in pa	ying office,	<del></del>	
M. C. THE CHARLEST ASSESSED TO THE								
X C. THIS SUPPLEMENTAL AGREEMENT IS EN								
D. OTHER (Specify type of modification and auti	hority)	TARLIES						
. IMPORTANT: Contractor is not.	X is required to	sign this document an	d return	1 ~	onles to the	leeuing offi	••	
DESCRIPTION OF AMENDMENTIMODIFICATION (C	Organized by UCF section h	endings, including solicitation	n/contract s	ubject ma	ter where feasi	ble.)	.e	
	•	- •		,				
Modification PS03 is hereby issu	ed to reflect the	following change	98:					
		<b>3</b>						
1. REVISE C.3.4.1 Telecommu								
<ol><li>REVISE G.5 GWAC OMBUI</li></ol>								
3. REVISE G.9.5 Contract Acc	ess Fee (CAF) Rem	nittance						
<ol> <li>REVISE Section H.1 PROVI</li> <li>ADD/REVISE Section I.2 FA</li> </ol>	SIONS INCORPOR	ATED BY REFERE	NCE A	ORDE	R LEVEL			
<ol><li>ADD/REVISE Section i.2 FA</li></ol>	IN 52.252-2 CLAUS	ES INCURPORATE	D BA E	KEFERE	ENCE (199	8)		
rent as provided barein all terms and conditions of the	document referenced in Na	m OA an COA and based of the	- <b>61</b> .	•				
cept as provided herein, all terms and conditions of the A. NAME AND TITLE OF SIGNER (Type or print)	45-Autorat research (I) Re	M MA OF TUA, BE DEFECTIONS OF C	ONTRACT	ING OFFI	Ranged and in CER (Type or n	iul totos sadie iul)	ersect.	
John H. Cousins III	"	PAUL MARTIN						
VP of Contracts & Grapina	de Gunsel	ALLIANT CONTR	ACTING	3 OFFI	ÇER			
		B. UNITED STATES OF A	_			16C, DATE	SIGNED	
00.710	1. / m. / m.	1-HKM		<u> </u>		1		
John 11. Consult III	<i>(2/7/09</i>   BY	I obline i	مترينيت	ب		7 DE	10 > CV	
/ (Signature of pareon mathematical and and	- 7 / / - 1 1						C DLU	
(Signature of person authorized to sign) SN 7540-01-152-8070	30-105	(Signature of	Contracting	Officer)			Cau	

1) Delete C.3.4.1 Telecommunications/Wireless in its entirety and replace with the following:

#### C.3.4.1 Telecommunications/Wireless

Orders which may include requirements for Telecommunications, Wireless, and Satellite products and services may be fulfilled under the Basic Contract scope, provided the work to be performed is part of a larger IT initiative. Contractors are authorized to use government sources of supply in accordance with FAR 51.101, and are encouraged to use GSA's Networx and Satcom II.

2) Delete the 1<sup>st</sup> paragraph in G.5 GWAC OMBUDSMAN and replace with the following 1<sup>st</sup> paragraph.

In accordance with FAR 16.505 (a)(i)(9) no protest under \$10,000,000 is authorized in connection with the issuance or proposed issuance of an order under a Task-Order Contract or Delivery-Order Contract, except for a protest on the grounds that the order increases the scope, period of performance, or maximum value of the Contract.

3) Revise Section G.9.5 Contract Access Fee (CAF) Remittance to add the ability to pay the Contract Access Fee by check. This is a temporary fix until the GMM is programmed to accept electronic payments.

Under G.9.5 Contract Access Fee (CAF) Remittance, delete the 3<sup>rd</sup> paragraph and replace with the below:

CAF payments are to be remitted via Electronic Funds Transfer ("EFT"). Contractors are authorized to pay with a check only until the GMM has been updated to accept electronic payments. If paying by check, each check shall be annotated with the corresponding contract number and reporting quarter.

Payment by EFT/ACH: – Please follow the instructions located at: <a href="https://web.itss.gsa.gov/itss/v41">https://web.itss.gsa.gov/itss/v41</a> helpdocs.nsf/helpguideme/GWAC ACH Info

<u>Payment by check</u>: All GWAC checks must be made payable and remitted to the following address:

General Services Administration Government Wide Acquisition Contracts - GWACs P O Box 970027 St. Louis, MO 63197-0027

If necessary, the courier address is:

GSA Federal Acquisition Service Government Lockbox SL-MO-C2GL 1005 Convention Plaza (PO Box 970027) St. Louis, MO 63197-0027 FAS reserves the right to unilaterally change such instructions as necessary, following notification to the Contractor.

# 4) REVISE in Section H.1 PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.225-2*	BUY AMERICAN ACT CERTIFICATE	FEB 2009	×	×	Х
52.225-4*	BUY AMERICAN ACT – FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE	JUN 2009	Х	Х	Х

# 5) ADD/REVISE Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (1998).

The following clauses are hereby incorporated by reference:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	OCT 2008	Х	Х	Х
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2009	Х	Х	Х
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008	X	Х	X
52.225-3	BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRALI TRADE ACT	JUN 2009	Х	Х	X
52.225-5	TRADE AGREEMENTS	AUG 2009	Χ	X	
52.232-16*	PROGRESS PAYMENTS	JUL 2009	Х		
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2009	Х	×	х

CONTRACT: GS00Q09BGD0023 MODIFICATION NUMBER: PS03 PAGE 4 of 4

### REVISE in Section I.2.1 ACQUISITION OF COMMERCIAL ITEMS

CLAUSE No.	TITLE	DATE	FP	COST	TM
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS	SEP 2009	X		Х

All other contract terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION	N/MODIFICATIO	N OF CONTRACT	1. CONTRACT ID	CODE	PAGE OF PAGES
					1 1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCH	ASE REQ. No.	5. PROJECT N	O. (IF APPLICABLE)
PS02	SEE BLOCK 16	C			
6. Issued By Code	OTACA	7. ADMINISTERED B	Y (If other than Item 6	Code	
U.S. GENERAL SERVICES ADMINIS ENTERPRISE GWAC CENTER 9988 HIBERT STREET, SUITE 310 SAN DIEGO, CA 92131					
8. Name and Address of Contractor (No., street, coun	ty, State and ZIP Code		(x) 9A. Am	ENDMENT OF SOLI	CITATION NO.
CLIENT NETWORK SERVICES, INC. 702 KING FARM BLVD. 2 <sup>ND</sup> FLOOR			9B. Dat	red (See Item 11)	
ROCKVILLE, MD 20850-5966			100 11	00.000 17.000 07.0	ONTRACT/ORDER NO.
NOONVIELE, MID 20000-0900					
				SSOOQO9BGI TED (SEE ITEM 13	
CODE 44 THIS IT	FACILITY CODE	TO MICHIDALENTO OF		5/01/2009	
The above numbered solicitation is amended as	set forth in item 14. The	TO AMENDMENTS OF	eiot of	is extended	is not extended.
Offers Offer's must acknowledge receipt of this amendment p (a) By completing items 8 and 15, and returning By separate letter or telegram which includes a referen THE PLACE DESIGNATED FOR THE RECEIPT OF	copies of the amendment ce to the solicitation and a FFERS PRIOR TO THE I	(b) By acknowledging receipt amendment numbers. FAILURI ROUR AND DATE SPECIFIED	of this amendment or E OF YOUR ACKNOW MAY RESULT IN RE	each copy of the VLEDGEMENT	hods: e offer submitted; or (c) FO BE RECEIVED AT
of this amendment you desire to change an offer alread solicitation and this amendment, and is received prior to 12. ACCOUNTING AND APPROPRIATION DATA (If r	o the opening hour and da	e may be made by telegram or I tte specified.	etter, provided each t	elegram or letter	makes reference to the
N/A					
it modifies	THE CONTRACT/	MODIFICATIONS OF CO ORDER NO. AS DESCR	IBED IN ITEM 1	4	
A. THIS CHANGE ORDER IS ISSUED PURSI NO. IN ITEM 10A.	UANT TO: (Specify autho	rity) THE CHANGES SET FOR	TH IN ITEM 14 ARE I	MADE IN THE C	ONTRACT ORDER
B. THE ABOVE NUMBERED CONTRACT/OR appropriation date, etc.) SET FORTH IN IT	DER IS MODIFIED TO REEM 14, PURSUANT TO T	EFLECT THE ADMINISTRATIV HE AUTHORITY OF FAR 43.1	'E CHANGES (such a 03(b).	s changes in pay	ring office,
X C. THIS SUPPLEMENTAL AGREEMENT IS E					
FAR 43.103 AND BY MUTUAL A  D. OTHER (Specify type of modification and at	GREEMENT OF TH	E PARTIES			
B. OTHER (Opeciny type of Modification and at	2010(1ty)				
E. IMPORTANT: Contractor is not a contractor is not a contractor. In DESCRIPTION OF AMENDMENT/MODIFICATION	ot, X is required	to sign this document an	id return1c	opies to the i	ssuing office.
2. DEGGINE HOW OF AMENDMENT MODIFICATION	Organized by OCF section	n neadings, including solicitatio	n/contract subject ma	itter where feasib	ole.)
Modification PS02 is hereby iss	ued to reflect th	e following change	001		
mounidation 1 doz to hereby 133	ucu to renect ti	ie ionowing chang	cs.		
1. The effective date of the co	ontract.				
<ol><li>CORRECT Section G.4 MA</li></ol>					
3. UPDATE Section H.14 SE					
4. ADD/UPDATE to Section I.	.2 FAR 52,252-2 C	LAUSES INCORPOR	ATED BY REF	ERENCE (F	FEB1998).
5. CREATE Section I.2.1 ACC	SOLUTION OF CC	MMERCIAL HEMS			
Except as provided herein, all terms and conditions of the	ne document referenced in	item 9A or 10A as heretofore	changed remains up	channed and in f	ull force and effect
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF C			
Matthew Hoffman		PAUL MARTIN	MATINA A	055	
Vice President Cosporate	(0474)	ALLIANT CONTR		CER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A	MERICA		16C. DATE SIGNED
	5/27/09	ВУ		İ	
(Signature of Person authorized to sign)	/ .		Contracting Officer)		
NSN 7540-01-152-8070 PREV!OUE/EDITION UNUSABLE	30-1	05			30 (REV. 10-83) Reproduced by FSS
				(48 CFR) 53 24	

1. The Notice to Proceed was issued April 29, 2009. The start date of the Basic Contract is adjusted to read:

Base Period:

May 1, 2009 to April 30, 2014

Option Period:

May 1, 2014 to April 30, 2019

2. CORRECT Section G.4 MARKETING, 1<sup>st</sup> paragraph to cite the correct Alliant contract section as follows:

Contractors shall develop company specific Alliant GWAC brochures for distribution at trade shows, conferences, seminars, etc. All marketing and promotional materials, including information on the contractor webpage (Section H.13.1), must be approved by the ACO prior to distribution and may be co-branded with marks owned or licensed by the Contractor and GSA, as long as they comply with GSAM 552.203-71, Restriction on Advertising.

3. UPDATE Section H.14 SECTION 508, to delete the URL and replace with the below URL:

http://app.buyaccessible.gov/DataCenter/

 ADD/UPDATE Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (1998).

#### Miscellaneous Clause Updates/Additions

The following clauses are hereby updated:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2008	×	х	Х
52.225-1	BUY AMERICAN ACT - SUPPLIES	FEB 2009	Х	х	X
52.225-3	BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT	FEB 2009	×	х	x

The following clauses are hereby incorporated by reference:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009	Х	Х	Х
52.250-5	SAFETY ACT – EQUITABLE ADJUSTMENT	FEB 2009	Х	Х	Х

ADD/UPDATE Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (1998) (continued)

#### Recovery Act Background

On February 17, 2009, the President signed Public Law 111-5, the Recovery Act. The Act imposes a number of requirements on Executive Branch departments and agencies receiving Recovery Act funds to meet the broader goals and objectives (e.g. level of transparency and accountability) of the Recovery Act. In addition, the Recovery Act includes a number of requirements to be implemented in Federal Government contracts.

Federal Acquisition Regulation (FAR) interim rules were published in the Federal Register on March 31, 2009, in FAC 2005-032, providing authorities, policies, and procedures for government-wide implementation of the Recovery Act and for special contract procedures contained in the OMB Guidance. The interim rules immediately make available FAR contract clauses to include in Government Contracts. The clauses added/updated pertain to any Order (new or existing orders that are modified) that is funded in whole or in part with Recovery Act funds.

The following clauses are hereby added and incorporated by reference:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	MAR 2009	x	×	x
52.204-11	AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS	MAR 2009	×	х	х
52.215-2	ALTERNATE I	MAR 2009	×	Х	х

The following clauses are hereby updated:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.215-2	AUDIT AND RECORDS - NEGOTIATION	MAR 2009	х	х	Х
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2009	х	х	Х

CONTRACT: GS00Q09BGD0023 MODIFICATION NUMBER: PS02 PAGE 4 of 4

5. CREATE a new Section I.2.1 ACQUISITION OF COMMERCIAL ITEMS, and UPDATE/ADD new clauses.

Move 52.212-4 and ALTERNATE I from Section I.2 to Section I.2.1 Add 52.212-5, ALTERNATE I and ALTERNATE II

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	OCT 2008	×		х
52.212-4	ALTERNATE I	OCT 2008	X		X
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	APR 2009	x		×
52.212-5	ALTERNATE I	FEB 2000	x		X
52.212-5	ALTERNATE II	MAR 2009	X	-	X

All other contract terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION	V/MODIFICATION	ON OF CONTRACT	1. CONTRACT ID	CODE	PAGE OF PAGES
					1   14
2. AMENDMENT/MODIFICATION NO.	3. Effective Date	4. Requisition/Purchasi	REQ. No.	5. PROJECT NO.	(IF APPLICABLE)
PA01	SEE BLOCK 10	sc			
6. Issued By Code	QTBAB	7. ADMINISTERED BY	(If other than Item 6)	Code	
GENERAL SERVICES ADMINISTRA	TION			l	
Enterprise GWAC Center - Southwest	111014				
819 Taylor Street					
•					
Ft. Worth, TX 76102					
8. Name and Address of Contractor (No., street, county, State	and ZIP Code		9A. AM	ENDMENT OF SOLIC	STATION NO.
Client Network Services, Inc.					
702 King Farm Blvd., Floor 2			9B, DA	TED (SEE ITEM 11)	
Rockville, MD 20850-5966					
100KVIIIC, 1115 20050 5500			10A. M	ODIFICATION OF CO	NTRACT/ORDER NO.
				GS00Q09BC	3D0023
CODE	FACILITY CODE		X 10B, D/	ATED (SEE ITEM 13)	
			<u> </u>	3/27/09	
		TO AMENDMENTS OF	<u>SOLICITATIO</u>	,	la not manded
The above numbered solicitation is amended as set fort  Offer's must acknowledge receipt of this amendment prior to the		·	ne of the following me	is extended	is not extended.
·	·		=		
(a) By completing Items 8 and 15, and returningcopies o telegram which includes a reference to the solicitation and amer	f the amendment; (b) By a	acknowledging receipt of this amenda	nent on each copy of the	he offer submitted;	or (c) By separate letter or
THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DA					
offer already submitted, such change may be made by telegram	or letter, provided each tel	legram or letter makes reference to th	e solicitation and this :	amendment, and is	received prior to the
opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If requi	ired)				
N/A	DE IFC ONLY TO	MODIFICATIONS OF CO	NTD & CTC/OD	DEDC	
		ORDER NO. AS DESCRI			
(X) A. THIS CHANGE ORDER IS ISSUED PURSUAN					CT ORDER NO. IN
ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDE	R IS MODIFIED TO REF	LECT THE ADMINISTRATIVE CH	IANGES (such as cha	nges in paying offic	e, appropriation date,
etc.) SET FORTH IN ITEM 14, PURSUANT TO			·		
C. THIS SUPPLEMENTAL AGREEMENT IS ENTE	RED INTO PURSUANT	TO AUTHORITY OF:			
D. OTHER (Specify type of modification and authority	v)				
E IMPORTANT. Controller V in and					67
E. IMPORTANT: Contractor   X   is not, 14. DESCRIPTION OF AMENDMENT/MODIFICATION (O.		to sign this document and ret	urn U copio	es to the issuing	g omice.
	igamized by both betheld in	results, metasting sometimes contain	or subject matter when	e reasions.	
The purpose of this modification is to up	odate the terms a	nd conditions under Co	ntract No. GS	00O09BGD	0023 dated
March 27, 2009.	,				
,,					
This modification incorporates by refere	ence vour Techni	cal proposal, dated Nov	ember 17-20	06 vour rev	ised Cost/Price
Proposal, dated December 19, 2008, and					
Troposas, autou December 15, 2000, and	i your rovisca ba	ocontracting 1 ian ande	i i i i i i i i i i i i i i i i i i i	manon i Q2	oodiicboooi.
(See )	Paga I for addit	ional updates and rev	isions )		
Except as provided herein, all terms and conditions of the docum	_	•	•		
15A. NAME AND TITLE OF SIGNER (Type or print)	ient referenced in Rem 9A	16A. NAME AND TITLE OF CO			
		TOMMY G. THO		,	
		Alliant Contractin	g Officer		
15B. CONTRACTOR/OFFEROR 1	5C. DATE SIGNED	16B. UNITED STATES OF AME			16C. DATE SIGNED
		N	10~		
ļ		1 Mmmis	<i>11111</i>	Dries	3-27-09
(Signature of person authorized to sign)		BY (Signature of C	ontracting Office	· · · · · · · ·	2 2 1.01
(culturating of bersout aumorates to silin)		(aignature of C	ontracting Officer)	<u></u> l	
NSN 7540-01-152-8070	30-	10.4		ANDARD FORM	•
PREVIOUS EDITION UNUSABLE				scribed by GSA, Re R (48 CFR) 53.243	produced by FSS

The purpose of this modification is to:

- (1) Correct the Clinger-Cohen Act citation under Section B.2 AUTHORITY;
- (2) Clarify the CAF formula and make it optional to include CAF in Loaded Hourly Labor Rates proposed on Orders under Section B.5 CONTRACT ACCESS FEE;
  - (3) Replace Section B.7.4 Time and Materials and Labor-Hour to clarify Order pricing;
  - (4) Replace Section B.7.4.1 Subcontracting Payments on T&M and L-H Orders;
  - (5) Replace Section B.7.4.2 Materials on T&M Orders;
  - (6) Replace Section B.7.4.3 Indirect Costs Under T&M Orders;
- (7) Clarify Section B.9 LABOR SUBJECT TO THE DAVIS BACON ACT regarding flow-down clauses for Davis Bacon Act covered employees;
- (8) Clarify Section B.10 LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA) regarding flow-down clauses for Service Contract Act covered employees;
- (9) Clarify Section C.2 SCOPE by separating out National Security Systems as an addition to the scope;
  - (10) Update the GWAC Ombudsman under Section G.5 GWAC OMBUDSMAN:
- (11) Update the Contract Administrative Reporting under Section G.9.7 Contractor Administrative Reporting to be in compliance with the GWAC Management Module;
- (12) Update provisions under Section H.1 PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL;
- (13) Update clauses in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;
- (14) Delete clauses in Section I.2 FAR 52,252-2 CLAUSES INCORPORATED BY REFERENCE;
- (15) Update the Performanced Based Payments clause for Orders in Section I.9 FAR 52,232-32 PERFORMANCE-BASED PAYMENTS;
- (16) Update the Contractor and Government Site loaded hourly labor rates in Section J, LIST OF ATTACHMENTS;
  - (17) Delete Section J, Attachment 6: Past Performance Tables

# 1. Correct the Clinger-Cohen Act citation under paragraph 1, Section B.2., AUTHORITY, as follows:

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

#### 2. Replace Section B.5, CONTRACT ACCESSS FEE, in its entirety as follows:

#### "B.5 CONTRACT ACCESS FEE

The Contract Access Fee (CAF) is ¾ of a percent (i.e., 0.0075) to be applied to the total price/cost for contractor performance as billed to the Government.

The formula is: Total CAF = Total Price or Costs \* CAF Percentage.

The total CAF collected per Order will be capped at a set amount to be determined by the Alliant GWAC Program Office. For more information on this cap, please see the Alliant website (http://www.gsa.gov/alliant).

On all Orders, regardless of Order type, Contractors must estimate CAF in their proposals and OCOs may fund CAF as a separate Contract Line Item Number (CLIN). On Labor-Hour type Orders, OCOs may require Contractors to include CAF in their Loaded Hourly Labor Rate.

The Contractor remits the CAF to GSA in accordance with Section G.9.5."

#### 3. Replace Section B.7.4, Time and Materials and Labor-Hour in its entirety as follows:

#### "B.7.4 Time and Materials and Labor-Hour

To be considered eligible for award, the Contracting Officer determined that the evaluated price of the offeror was fair and reasonable. Section J, Attachments 2 (Government Site) and 3 (Contractor Site) of the Basic Contract provide competitive Loaded Hourly Labor Rates within CONUS for T&M and L-H type Orders only. 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 that the total price for the task is reasonable.

The OCO is authorized to establish different hourly rates suited to meet the ordering agency's specific requirements and determine fair and reasonable pricing in accordance with FAR 15.4, Pricing, and FAR 16.601 Time and Materials Contracts when other considerations, such as geographic location or security clearances require deviation from the competitive Loaded Hourly Labor Rates in the Basic Contract.

Contractors shall explain in their Order proposals any Loaded Hourly Labor Rates that exceed the rates in the Basic Contract. Upon request of the OCO, the Contractor shall provide other than cost or pricing data to include, a cost element breakdown of each Loaded Hourly Labor Rate, including Profit, in accordance with the Contractor's cost accounting system, as well as any other supporting information the OCO deems necessary."

## 4. Replace Section B.7.4.1, Subcontracting Payments on T&M and L-H Orders in its entirety as follows:

"B.7.4.1 Payment and Proposal Requirements on T&M and L-H Orders

For payments on T&M/L-H Orders, Contractors are subject to FAR 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts.

For proposal requirements on T&M/L-H Orders, the OCO must determine one of the following conditions and include the appropriate provision in each T&M and L-H Order solicitation:

#### With Adequate Price Competition:

- (1) Pursuant to FAR 52.216-29, if price is expected to be based on adequate price competition, the Contractor must provide "separate and/or blended" Loaded Hourly Labor Rates for Prime contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate. The Contractor must specify whether each Loaded Hourly Labor Rate applies to the Prime contractor, each Subcontractor, and/or each Division, Subsidiary or Affiliate.
- (2) For the Department of Defense, pursuant to FAR 52.216-29 with DFARs 252.216-7002, Alternate A, if price is expected to be based on adequate price competition, the Contractor must only provide "separate" Loaded Hourly Labor Rates for Prime Contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate. The Contractor must specify whether each Loaded Hourly Labor Rate applies to the Prime contractor, each Subcontractor, and/or each Division, Subsidiary or Affiliate.

#### Without Adequate Price Competition:

(1) Pursuant to FAR 52.216-30, if price is <u>not</u> expected to be based on adequate price competition, the Contractor must identify and provide "separate" Loaded Hourly Labor Rates for Prime contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate."

#### Commercial Items:

(1) Pursuant to FAR 52.216-31, if price is expected to be based on commercial items, separate Loaded Hourly Labor Rates are <u>not</u> required for Prime contractor labor, each Subcontractor, and/or Affiliate labor. The Contractor must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The Contractor must specify whether the fixed hourly rate for each labor category applies to labor performed by the Prime Contractors, each Subcontractor, and/or each Division, Subsidiary, or Affliate."

#### 5. Replace Section B.7.4.2 Materials on T&M Orders in its entirety as follows:

#### "B.7.4.2 Materials on T&M Orders

"Materials on T&M Orders must comply with FAR 52.232-7 Payments Under Time-and-Materials and Labor Hour Contracts (Feb 2007).

The OCO must identify a not-to-exceed materials ceiling under a separate CLIN on the Order."

#### 6. Replace Section B.7.4.3 Indirect Costs Under T&M Orders, in its entirety as follows:

"B.7.4.3 Indirect Costs Under T&M Orders

"Indirect Costs on T&M Orders must comply with FAR 52.232-7 Payments Under Time-and-Materials and Labor Hour Contracts (Feb 2007)"

### 7. Add the following paragraph to Section B.9, LABOR SUBJECT TO THE DAVIS BACON ACT as follows:

"The Basic Contract does not include all applicable flow-down clauses for labor categories subject to the Davis Bacon Act. Each Order must be tailored to include the appropriate clauses."

# 8. Add the following paragraph to Section B.10, LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA) as follows:

"The Basic Contract does not include all applicable flow-down clauses for labor categories subject to the Service Contract Act. Each Order must be tailored to include the appropriate clauses."

#### 9. Replace paragraph 1, Section C.2 SCOPE, for clarification, as follows:

"The scope of the Basic Contract includes any and all components of an integrated IT solution, including all current and any new technologies which may emerge during the life cycle of the Basic Contract. In addition, the scope of the Basic Contract includes information technology systems and services in support of National Security Systems, as defined in FAR 39.002. The Basis Contract provides IT Solutions through performance of a broad range of services which may include the integration of various technologies critical to the services being acquired. As the definition of IT changes over the lifecycle of the Basic Contract, the scope of the Basic Contract will be considered to coincide with the current definition at any given time."

#### 10. Update the last paragraph of Section G.5, GWAC OMBUDSMAN, as follows:

"The Ombudsman is:

Task and Delivery Order Ombudsman Office of the Chief Acquisition Officer U.S. General Services Administration 1800 F Street, N.W. Washington, DC 20405"

#### 11. Replace Section G.9.7, Contractor Administrative Reporting, in its entirety as follows:

"G.9.7 Contractor Administrative Reporting

#### ALLIANT BASIC CONTRACT MODIFICATION NUMBER: PA01 PAGE 6 of 14

The following defines the administrative reporting requirements under the Basic Contract. All of the reporting data specified here shall be provided electronically via the GWAC Management Module which can be accessed at http://itss.gsa.gov.

The types of reporting data required are as follows:

- (a) Order Award The contractor shall report all non IT Solution Shop (ITSS) Orders within thirty (30) calendar days of Order award. Award data includes, but is not limited to:
  - (1) Basic Contract Number
  - (2) Order Number
  - (3) Order Description (i.e, Type of Project)
  - (4) Predominant Contract Type (i.e, T&M, CPFF, FFP, etc.)
  - (5) Issuing Ordering Contracting Officer (OCO)
  - (6) Initial Period of Performance
  - (7) Award Date
  - (8) Award Obligated/Funded Amount

Order Award data issued through ITSS will automatically populate in the GWAC Management Module.

- (b) Modification Data The contractor shall report all non ITSS Modifications within thirty (30) calendar days from the date of each Modification. Modification data includes, but is not limited to:
  - (1) Basic Contract Number
  - (2) Order Number
  - (3) Modification Number
  - (4) Modification Description (i.e., Incremental Funding, Exercise Option, etc.)
  - (5) Issuing OCO
  - (6) Modification Period of Performance
  - (7) Modification Date
  - (8) Modification Obligated/Funded Amount

Modification data issued through ITSS will automatically populate in the GWAC Management Module.

- (c) Purchase Data The contractor shall report purchase data from each invoice within sixty (60) calendar days from the date the invoice is submitted for payment. Purchase data includes, but is not limited to:
  - (1) Contractor Invoice Number
  - (2) Date Issued
  - (3) Itemized Charges categorized as follows:
    - (a) On-Site and Off-Site Labor Categories (including non-Alliant/specialized labor categories)
    - (b) Loaded Hourly Labor Rates or Direct Labor rates as applicable.
    - (c) Indirect Costs (i.e., Fringe, Overhead, G&A, etc. if applicable)
    - (d) Profit (i.e., Award/Fixed/Incentive Fees if applicable)
    - (e) Travel
    - (f) Other Direct Costs (ODCs), including Quantity and Price for each (i.e., Materials, Equipment, etc.)
    - (g) Fixed-Price Deliverable/Milestone if applicable
    - (h) Contract Access Fee (applied to total cost/price)

(d) CAF Payment Data – The contractor shall report each CAF payment remitted to GSA within fourteen (14) calendar days following each CAF payment. All CAF payments must be remitted electronically via Automated Clearing House (ACH). The procedures to set up ACH can be found on the payment page in the GWAC Management Module.

CAF payment data includes, but is not limited to:

- (1) Trace Number (or Voucher Number)
- (2) Total Remitted Amount
- (3) Remit Date
- (4) Amount applied to each Order Number (for the reported payment)

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

### 12. Update Section H.1, Provisions Incorporated by Reference at Order Level, as follows:

PROVISION #	TITLE	DATE	FP	COST	TM
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS AND ENERGY PROGRAM USE	APR 2008	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			х
52.216-30	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—NON- COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION	FEB 2007			Х
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS— COMMERCIAL ITEM ACQUISITION	FEB 2007		:	х
52.225-2*	BUY AMERICAN ACT CERTIFICATE	FEB 2009	х	x	X
52.225-4*	BUY AMERICAN ACT – FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE	FEB 2009	х	х	х
52.227-15*	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	DEC 2007	х	Х	Х

13. Update the following clauses in Section I.2, FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998), as follows:

#### ALLIANT BASIC CONTRACT MODIFICATION NUMBER: PA01 PAGE 8 of 14

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	X	х	х
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2007	х	х	х
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008	х	х	X
52,204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007	X	X	x
52,204-10	REPORTING SUBCONTRACT AWARDS	SEP 2007	х	х	Х
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY 2006	х	х	X
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR 2008	х	х	х
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	OCT 2008	Х	Х	
52.212-4	ALTERNATE I	OCT 2008			X
52,215-9	ALTERNATE I	OCT 1997	x		1
52.215-9	ALTERNATE II	OCT 1997		x	
52.215-14	ALTERNATE I	OCT 1997	X	x	X
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	X	X	X
52.217-9*	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	x	х	х
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	APR 2008	X	х	Х
52.222-26	EQUAL OPPORTUNITY	MAR 2007	Х	х	х
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007	х	х	х
52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS	DEC 2007	х	х	х
52.223-16	ALTERNATE I	DEC 2007	х	х	Х
52.225-3	BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT	AUG 2007	х	х	х
52.225-5	TRADE AGREEMENTS	NOV 2007	x	х	
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	х	х	
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007	х	х	
52,227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	х	х	
52.227-10	FILING OF PATENT APPLICATIONS- CLASSIFIED SUBJECT MATTER	DEC 2007	х	х	
52.227-11	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR	DEC 2007	х	Х	
52.227-13	PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT	DEC 2007	X	х	
52.227-14	RIGHTS IN DATA—GENERAL	DEC 2007	X	х	x
52.227-14	ALTERNATE I	DEC 2007	х	Х	Х
52.227-14*	ALTERNATE II	DEC 2007	х	х	х
52.227-14*	ALTERNATE III	DEC 2007	х	Х	Х
52.227-14	ALTERNATE IV	DEC 2007	x	Х	х

CLAUSE	TITLE	DATE	FP	COST	<u>TM</u>
NO. 52.227-14*	ALTERNATE V	DEC 2007		<u> </u>	ļ
52.227-17	RIGHTS IN DATA-SPECIAL WORKS		X	X	X
52.227-19		DEC 2007	X	X	X
32,221-19	COMMERCIAL COMPUTER SOFTWARE RESTRICTED LICENSE	DEC 2007	X		
52.227-21*	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT—MAJOR SYSTEMS	DEC 2007	Х	х	х
52.230-2	COST ACCOUNTING STANDARDS	OCT 2008	X	x	x
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2008	X	х	х
52.230-5	COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION	OCT 2008	Х	х	х
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR 2008	х	х	х
52.232-7*	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB 2007		1935	х
52,232-7	ALTERNATE I [DELETED FROM FAR]	FEB 2007	+		x
52.232-17	INTEREST	OCT 2008	x	Х	X
52.232-19*	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984	x	х	
52.232-25	PROMPT PAYMENT	OCT 2008	x	X	х
52.244-2*	SUBCONTRACTS	JUNE 2007	X	х	x
52.244-2	ALTERNATE I	JUNE 2007	1	X	21
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	FEB 2009	$\frac{1}{x}$	X	Х
52.245-1	GOVERNMENT PROPERTY	JUNE 2007	$\frac{1}{x}$	X	X
52.245-2*	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	JUNE 2007	X	X	X
52.245-4	RESERVED		<del>                                     </del>		
52.245-5	RESERVED		1		
52.245-9	USE AND CHARGES	JUNE 2007	x	X	x

# 14. Delete the following clauses in Section I.2, FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998), as follows:

CLAUSE NO.	TITLE	DATE	<u>FP</u>	COST	<u>TM</u>
52.211-11*	LIQUIDATED DAMAGES – SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP 2000	X		
52.227-12	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (LONG FORM) [RESERVED]	JAN 1997	х	х	
52,232-7	ALTERNATE II	FEB 2002			x
52.245-2	ALTERNATE I	APR 1984	х		† · · · ·
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN 2003	х		х
52.245-5	GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	MAY 2004		х	х

CLAUSE NO.	TITLE	DATE	FP	COST	<u>TM</u>
52.245-18	SPECIAL TEST EQUIPMENT	FEB 1993	х	Х	
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984	х	x	х
52.246-4	INSPECTION OF SERVICES - FIXED PRICE	APR 1996	Х		
52.246-5	INSPECTION OF SERVICES – COST	APR 1984		х	
	REIMBURSEMENT_				

## 15. Update Section I.9, FAR 52.232-32 PERFORMANCED-BASED PAYMENTS (FEB 2002) as follows:

#### "I.9 FAR 52.232-32\* PERFORMANCED-BASED PAYMENTS (JAN 2008)

- a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.
- (b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.
  - (c) Approval and payment of requests.
- (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.
- (2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the \_\_\_\_\_\_[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.
- (3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.
  - (d) Liquidation of performance-based payments.
- (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the

performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

- (2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.
- (e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
  - (2) Performance of this contract is endangered by the Contractor's—
    - (i) Failure to make progress; or
    - (ii) Unsatisfactory financial condition.
- (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.
  - (f) Title.
- (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:
  - (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling 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 damaged, lost, stolen, or destroyed, 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.
- (1) 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-

exceed any limitation in the contract.

(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 of
impair the Government's title;
(4) There has been no materially adverse change in the financial condition of the Contractor sinc
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

#### 16. Update Section J, List of Attachments, Attachments 2 and 3, to read:

Attachment 2: Government Site Loaded Hourly Labor Rates, dated 12/19/2008, are incorporated herein by reference.

Attachment 3: Contractor Site Loaded Hourly Labor Rates, dated 12/19/2008, are incorporated herein by reference.