

|   |            |  |   |                   |
|---|------------|--|---|-------------------|
| <b>AWARD/CONTRACT</b>   |            | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  | RATING  | PAGE 1 OF 1 PAGES |
| 2. CONTRACT (Proc. Inst. Ident.) NO.<br>GS00Q12NSD0002  |            | 3. EFFECTIVE DATE<br>10/19/2011  | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.<br>PR201110060059 |                   |
| 5. ISSUED BY<br>General Services Administration<br>Federal Acquisition Service,<br>10304 Eaton Place, Suite 2C-05<br>Fairfax, VA 22030-2337 | CODE NS000 | 6. ADMINISTERED BY (If other than Item 5)<br>General Services Administration<br>Federal Acquisition Service,<br>10304 Eaton Place, Suite 2C-05<br>Fairfax, VA 22030-2337 |   | CODE NS000        |

|  |  |   |
|--|--|---|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br><br>American Systems Corporation<br>14151 Park Meadow Drive Suite 500<br>Chantilly, VA 20151-2272<br>077799799<br>Attn: La Vida Mason |  | 8. DELIVERY<br><input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below) |
| 9. DISCOUNT FOR PROMPT PAYMENT   |  | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN  ITEM 12    |

|   |            |  |
|---|------------|--|
| 11. SHIP TO/MARK FOR<br>General Services Administration/FAS<br>10304 Eaton Place, Suite 2C-05<br>Fairfax, VA 22030-2337 | CODE NS000 | 12. PAYMENT WILL BE MADE BY<br>General Program Division<br>PO Box 419279 Room-1001 262x<br>Kansas City, MO 64131 |
|---|------------|--|

|   |   |
|---|---|
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)(1) | 14. ACCOUNTING AND APPROPRIATION DATA<br>2012.2012.285X.IT21.00.Q00TCA00.AF230.H08.TS1005 |
|---|---|

| 15A. ITEM NO.                        | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT        |
|--------------------------------------|------------------------|---------------|-----------|-----------------|--------------------|
|                                      |                        | 1             |           | 2,500.00        | 2,500.00           |
| <b>15G. TOTAL AMOUNT OF CONTRACT</b> |                        |               |           |                 | <b>\$ 2,500.00</b> |

| (X)                   | SEC | DESCRIPTION                           | PAGE(S) | (X)  | SEC | DESCRIPTION  | PAGE(S) |
|-----------------------|-----|---------------------------------------|---------|--|-----|--|---------|
| PART I - THE SCHEDULE |     |                                       |         | PART II - CONTRACT CLAUSES                               |     |  |         |
| X                     | A   | SOLICITATION/CONTRACT FORM            | 6       | X  | I   | CONTRACT CLAUSES   | 43      |
| X                     | B   | SUPPLIES OR SERVICES AND PRICES/COSTS | 11      | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. |     |  |         |
| X                     | C   | DESCRIPTION/SPECS./WORK STATEMENT     | 16      | X  | J   | LIST OF ATTACHMENTS  | 28      |
| X                     | D   | PACKAGING AND MARKING                 | 2       | PART IV - REPRESENTATIONS AND INSTRUCTIONS               |     |  |         |
| X                     | E   | INSPECTION AND ACCEPTANCE             | 2       |  | K   | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |         |
| X                     | F   | DELIVERIES OR PERFORMANCE             | 4       |  | L   | INSTRS., CONDS., AND NOTICES TO OFFERORS                         |         |
| X                     | G   | CONTRACT ADMINISTRATION DATA          | 18      |  | M   | EVALUATION FACTORS FOR AWARD                                     |         |
| X                     | H   | SPECIAL CONTRACT REQUIREMENTS         | 18      |  |     |  |         |

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

|   |  |
|---|--|
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.)<br>Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) |
|---|--|

|  |   |
|--|---|
| 19A. NAME AND TITLE OF SIGNER (Type or Print)<br>Jack Baker, Director of Contracts | 20A. NAME OF CONTRACTING OFFICER<br>Anna M. Brown |
|--|---|

|                               |                              |                                     |                                |
|-------------------------------|------------------------------|-------------------------------------|--------------------------------|
| 19B. NAME OF CONTRACTOR<br>BY | 19C. DATE SIGNED<br>10/21/11 | 20B. UNITED STATES OF AMERICA<br>BY | 20C. DATE SIGNED<br>10/21/2011 |
|-------------------------------|------------------------------|-------------------------------------|--------------------------------|

# Notice Concerning Award

=====

**AWARD NO: GS00Q12NSD0002**

## **CONNECTIONS II**

**TERM OF CONTRACT:**

FROM DATE OF AWARD, THROUGH BASE PERIOD OF THREE YEARS AND THREE MONTHS  
THIS CONTRACT INCLUDES SIX ONE-YEAR RENEWAL OPTIONS.

**TYPE OF CONTRACT:**

INDEFINITE DELIVERY-INDEFINITE QUANTITY

=====

AMERICAN SYSTEMS CORPORATION

**GSA ITS Acquisition Contract No. CONTRACT # GS00Q12NSD0002**

**Contract Type:** Fixed Price, Multiple Award Indefinite Delivery, Indefinite Quantity Contract.

**Contract Term:** Base period of three (3) years and three (3) months and six (6) one-year Government options.

**Minimum Dollar Guarantee and Maximum Contract Limitation**

- a. The minimum dollar guarantee for this contract is \$2,500.
- b. The maximum all-inclusive funding ceiling for this and any other contracts awarded as a result of solicitation No. QTA010ABA0023 is \$5 Billion.

The minimum dollar guarantee and maximum contract limitation shall be applied to the base terms and all option years

**Document Wide Changes**

- The Connections II RFP number QTA010ABA0023 is replaced with Connections II contract number GS00Q12NSD0002.
- The word, “offeror,” is replaced with contractor in most instances.
- The word, “RFP,” is replaced with the word, “contract,” where appropriate.
- All amendment numbers in the headers are deleted.
- All dates in the footers are deleted.
- Each section contains continuous pagination.

The following provision is incorporated in to the contract:

- The contractor’s Final Revised Price Proposal, dated **July 12, 2011** submitted to the Connections II, Contract Line Item Prices contained herein, and all amendments thereto are hereby incorporated by reference into this contract.

**Section A**

The following content changes have been made to Section A

| Section A | Content of Change  |
|-----------|--|
| A         | The section title and Table of contents are changed from “Standard Form 33, Solicitation, Offer and Award” to Standard Form 26, Award Contract.” |
| A         | SF 30 is replaced with SF26  |

# AMERICAN SYSTEMS CORPORATION

## Section B

No Content changes have been made to Section B

## Section C

No content changes were made to Section C.

## Section D

No content changes were made to Section D.

## Section E

No content changes were made to Section E.

## Section F

No content changes were made to Section F.

## Section G

No content changes were made to Section G.

## Section H

No content changes were made to Section H.

## Section I

The following content changes have been made to Section I:

| Section | Content Change  |
|---------|---|
| I       | Clause No. 52.225-9 was updated to add date "SEP2010"             |
| I       | Clause No. 52.225-10 was updated to add date "FEB2009"            |
| I       | Clause No. 52.225-11 was updated to add date "SEP2010"            |
| I       | Clause No. 52.225-12 was updated to add date "FEB2009"            |
| I       | Clause No. 52.225-9 was updated to add date "SEP2010"             |
| I       | Clause No. 52.225-21 was updated to add date "OCT2010"            |
| I       | Clause No. 52.225-22 was updated to add date "OCT2010"            |
| I       | Clause No. 52.225-23 was updated to add date "OCT2010"            |
| I       | Clause No. 52.225-24 was updated to add date "OCT2010"            |
| I       | Clause No. 52.203-7 was updated from " JUL1995" to "OCT2010"      |
| I       | Clause No. 52.203-12 was updated from "SEP 2007" to "OCT2010"     |
| I       | Clause No. 52.204-4 was updated from "AUG2000" to "MAY2011"       |
| I       | Clause No. 52.204-9 was updated from "SEP2007" to "JAN2011"       |
| I       | Clause No. 52.209-6 was updated from "SEP2006" to "DEC2010"       |
| I       | Clause No. 52.215-2 was updated from "MAR2009" to "OCT2010"       |
| I       | Clause No. 52.215-9 Alt.1 was updated from "OCT1997" to "OCT2010" |
| I       | Clause No. 52.215-10 was updated from "OCT1997" to "AUG2011"      |

AMERICAN SYSTEMS CORPORATION

| Section | Content Change   |
|---------|--|
| I       | Clause No. 52.215-11 was updated from "OCT1997" to "AUG2011"       |
| I       | Clause No. 52.215-12 was updated from "OCT1997" to "OCT2010"       |
| I       | Clause No. 52.215-13 was updated from "OCT1997" to "OCT2010"       |
| I       | Clause No. 52.215-14 was updated from "OCT1997" to "OCT2010"       |
| I       | Clause No. 52.215-15 was updated from "OCT2004" to "OCT2010"       |
| I       | Clause No. 52.215-21 was updated from "OCT1997" to "OCT2010"       |
| I       | Clause No. 52.216-7* was updated from "DEC2002" to "JUN2011"       |
| I       | Clause No. 52.219-4 was updated from "JULY2005" to "JAN2011"       |
| I       | Clause No. 52.219-8 was updated from "MAY2004" to "JAN2011"        |
| I       | Clause No. 52.222-35 was updated from "SEP2006" to "SEP2010"       |
| I       | Clause No. 52.222-36 was updated from "JUN1998" to "OCT2010"       |
| I       | Clause No. 52.222-37 was updated from "SEP2006" to "SEP2010"       |
| I       | Clause No. 52.223-5 was updated from "AUG2003" to "MAY2011"        |
| I       | Clause No. 52.223-5 Alt.I was updated from "AUG2003" to "MAY2011"  |
| I       | Clause No. 52.223-5 Alt.II was updated from "AUG2003" to "MAY2011" |
| I       | Clause No. 52.223-10 was updated from "AUG2000" to "MAY2011"       |
| I       | Clause No. 52.225-8 was updated from "FEB2009" to "OCT2010"        |
| I       | Clause No. 52.230-2 was updated from "OCT2008" to "OCT2010"        |
| I       | Clause No. 52.232-17 was updated from "OCT2008" to "OCT2010"       |
| I       | Clause No. 52.244-2* was updated from "JUN2007" to "OCT2010"       |
| I       | Clause No. 52.244-6 was updated from "JUN2010" to "DEC2010"        |
| I       | Clause No. 52.248-1 was updated from "FEB2000" to "OCT2010"        |
| I       | Clause No. 52.222-40 was updated from "JUN2010" to "DEC2010"       |
| I       | Clause No. 52.225-9 was updated from "FEB2009" to "SEPT2010"       |
| I       | Clause No. 52.225-11 was updated from "AUG2009" to "SEPT2010"      |
| I       | Clause No. 52.225-21 was updated from "MAR2009" to "OCT2010"       |
| I       | Clause No. 52.225-22 was updated from "MAR2009" to "OCT2010"       |
| I       | Clause No. 52.225-23 was updated from "AUG2009" to "OCT2010"       |
| I       | Clause No. 52.225-24 was updated from "MAR2009" to "OCT2010"       |

**Section J**

The following content changes have been made to Section J:

| Section      | Content Change   |
|--------------|--|
| J.1          | Lead-in statement changed to reflect contract performance vs. sample task. |
| J.3          | The section contents are deleted and the title is changed to "Reserved."   |
| J.4          | The section contents are deleted.  |
| J.5          | The section contents are deleted.  |
| Attachment 1 | Deleted.   |
| Attachment 2 | Deleted.   |
| Attachment 3 | Deleted.   |

**Section K**

Deleted.

**Section L**

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Deleted.

**Section M**

Deleted.

**SF26 AWARD DOCUMENT IS ATTACHED AS A  
SEPARATE PDF FILE**

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## B.1 Pricing Overview

Connections II is a network services enterprise-wide solutions and infrastructure contract. This section defines the equipment and labor pricing structures used to provide communications and networking solutions at the LAN, building, campus and enterprise level. All prices shall conform to the format and structure defined herein.

### B.1.1 Pricing of Orders

This contract is an Indefinite-Delivery, Indefinite-Quantity (IDIQ) type of contract with fixed unit prices and labor hour prices. All orders under this contract shall be priced FOB Origin in accordance with the price tables of this section. However, items not specifically listed in these price tables may be proposed in response to an order request, provided that the items proposed fall within the scope of the contract as defined in Section C.1. The ordering agency is responsible for determining price reasonableness at the task order level for any equipment or labor not defined herein.

The contractor shall propose fixed, fully loaded hourly rates for the mandatory labor categories, as specified in Section B.4, for the Continental United States (CONUS), . Fully loaded hourly rates for Outside the Continental United States (OCONUS) will be proposed after contract award based on customer task order activity. For each mandatory labor category, the contractor shall propose an on-site (i.e., on government premises) and an off-site (i.e., on contractor premises) price. The contractor shall also provide fixed prices for all proposed equipment required to perform each of the sample task orders, as described in Section J.4 [Sample Tasks]. Equipment and labor prices are required for each year of the ten-year period. The contract prices shall stay in effect for the duration of the contract until contract modifications (refer to Section G.2 [Contract Modifications]) have been executed to delete or update the prices.

For orders extending beyond the Basic Contract expiration date in accordance with FAR 52.216-22, there shall be no increases to the year 10 prices for labor and equipment specified in Section B.

### B.1.2 Price Types

The Connections II contract incorporates Equipment, Equipment Service, and Labor price types.

Equipment price types include:

1. **Purchase Price.** The purchase price including any geographic dependencies and overhead charges. The contractor will be paid in full after the equipment is accepted by the government.
2. **Refurbish Purchase Price.** The purchase price, for a refurbished equipment item, including any geographic dependencies and overhead charges. The contractor will be paid in full after the equipment is accepted by the government.

3. **Cancellation Price.** A one-time charge that may be incurred when a service or item of equipment is cancelled within 5 business days of the scheduled due date. There shall be no cancellation charge when it is requested more than 5 business days before the scheduled due date or as otherwise provided in the task order. The cancellation charge shall not exceed the installation charge for the order. If this is a partial or complete termination of the task order, follow the provisions for terminations in Section I.

Equipment service price types include:

1. **Installation Price.** The price to install equipment.
2. **Deinstall Price.** The price to de-install equipment that is operational whether or not it was purchased from this contractor.
3. **Maintenance Price.** The price to maintain equipment.
4. **Warranty Price.** The price to provide extended warranty, for equipment, beyond the initial manufacture warranty period.

Labor price types include:

1. **Hourly Price.** The labor rate when ordered by the hour.

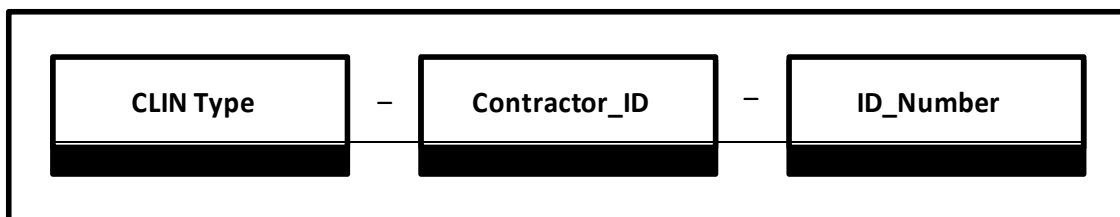
### B.1.3 Associated Government Fee

A GSA Associated Government Fee (AGF) is applied to purchases made through contracts awarded under this solicitation in accordance with Section G.5.2 [Associated Government Fee]. After contract award, the AGF shall be added to items proposed by the contractor for purchase by agencies under this award. GSA will publish the aggregate rate to users on its web site and in all appropriate publications. Contractors may only quote and publish the aggregate price.

## B.2 CLIN Structure

The CLIN is composed of the CLIN\_Type, Contractor\_ID, and ID\_Number as shown in Figure B-1. The CLIN provides a unique identifier for each line item offered under this contract. The contractor shall use the combination of these three data values, as described below, to create a unique CLIN for each item submitted. The following describes the components of the CLIN:

**Figure B-1. CLIN Numbering Structure**



### **CLIN\_Type**

- The CLIN\_Type is comprised of a single alpha character ('E' = Equipment, 'S' = Equipment Service, 'L' = Labor) that identifies whether the CLIN is an equipment, an equipment service or a labor CLIN.

### **Contractor\_ID**

- The Contractor Identification code is comprised of alphanumeric characters that represent the contractor's DUNS number ([www.dnb.com](http://www.dnb.com)).

### **ID\_Number**

- The item Identification Number (ID\_Number) is comprised of alphanumeric characters that uniquely identify the equipment item or labor category. It is assigned by the contractor. Assignment of the ID\_Number shall be managed by the contractor. Contractors shall not reuse an ID\_Number. The uniqueness of the ID\_Number applies across all products and services proposed by an individual contractor.

## **B.3 Pricing Tables**

The equipment and labor price tables defined in this section shall be used to support the four solution types described in Section C.2 [Connections II Equipment and Services]. Each equipment, equipment service, and labor category CLIN is stored in two separate tables, a description table and a price table. The description table contains descriptive information and attributes about the item and the price table contains the price for each price type.

### **B.3.1 Equipment**

Equipment consists of products and services associated with the products. Section B.3.1.1 defines the table structure for the equipment products and Section B.3.1.2 defines the table structure for the equipment services.

#### **B.3.1.1 Equipment Products**

Table B-1 defines the structure for the Equipment products description table.

**Table B-1. Equipment Table**

| <b>Field Name</b> | <b>Field Description</b>                         |
|-------------------|--|
| CLIN              | Contract Line Item Number (refer to Section B.2) |
| Product           | Name of product or service                       |

| Field Name         | Field Description  |
|--------------------|--|
| Description        | Complete description of this product   |
| Standards          | All standards met, listed by standard number designation (e.g., ITU xxxx, EIA xxxx)  |
| ISO9000            | Y or N, manufactured under ISO 9000 registration   |
| Manufacturer       | Original Equipment Manufacturer  |
| Model_No           | Exact manufacturer model number of this product  |
| Warranty_Length    | Term of the warranty in months, use 999 for lifetime warranty  |
| Power <sup>1</sup> | Description of power requirements e.g., Europe 220v, 50 Hz, 1000w separate circuit (multiple options are separated by semi-colons) – only applicable for foreign countries |
| SCRM_Applied       | If certified, specify which NIST SCRM standard version was applied. If not certified or not applicable, specify either “Not Certified” or “Not Applicable”                 |
| SCRM_Applied_Date  | If certified, specify the date which the NIST SCRM standard version was applied  |

<sup>1</sup> Power field is only used in conjunction with equipment in foreign countries.

Table B-2 defines the structure for the Equipment products price table.

**Table B-2. Equipment\_Price Table**

| Field Name                | Field Description  |
|---------------------------|--|
| CLIN                      | Contract Line Item Number (refer to Section B.2)                             |
| Price_Type                | Defines which type of price (refer to Table B-8)                             |
| Sale_Area                 | Coded Area or geographic area where the price applies (see Table B-7)        |
| Price                     | Price for the equipment item   |
| Price_Unit                | Unit of measure upon which this price is based                               |
| Homologation <sup>2</sup> | Approval number from Sale_Area above - only applicable for foreign countries |
| Taxes                     | All applicable foreign taxes and fees, if any                                |
| Start_Date                | The date which the price becomes effective                                   |
| Stop_Date                 | The date which the price is no longer effective                              |

| Field Name   | Field Description  |
|--------------|--|
| Replace_Date | The date which the pricing information was updated (autofills) |

<sup>2</sup> Homologation field is only used in conjunction with equipment prices in foreign countries.

### B.3.1.2 Equipment Service

Table B-3 defines the structure for the Equipment service description table.

**Table B-3. Equipment\_Service Table**

| Field Name     | Field Description                                |
|----------------|--|
| CLIN           | Contract Line Item Number (refer to Section B.2) |
| E_CLIN         | Equipment CLIN associated with this service item |
| Service        | Name of service                                  |
| Description    | Complete description of service                  |
| Coverage_Hours | Hours of coverage, where applicable              |

Table B-4 defines the structure for Equipment service price table.

**Table B-4. Equipment\_Service\_Price Table**

| Field Name   | Field Description  |
|--------------|--|
| CLIN         | Contract Line Item Number (refer to Section B.2)               |
| Price_Type   | Defines which type of price (refer to Table B-8)               |
| Sale_Area    | Coded Area or country name (see Table B-7)                     |
| Price        | Price for the service  |
| Price_Unit   | Unit of measure upon which this price is based                 |
| Start_Date   | The date which the price becomes effective                     |
| Stop_Date    | The date which the price is no longer effective                |
| Replace_Date | The date which the pricing information was updated (autofills) |

### B.3.2 Labor

Table B-5 defines the structure for the Labor description table.

**Table B-5. Labor Table**

| Field Name      | Field Description  |
|-----------------|--|
| CLIN            | Contract Line Item Number (refer to Section B.2)                   |
| Labor_Type_Name | Generally, position title or description of Labor category         |
| Description     | Complete description of product or service including functionality |
| Min_Exp         | Defines the minimum number of years of relevant experience         |
| Min_Educ        | Defines the minimum level of education                             |

Table B-6 defines the structure for Labor price table.

**Table B-6. Labor\_Price Table**

| Field Name   | Field Description  |
|--------------|--|
| CLIN         | Contract Line Item Number (refer to Section B.2)               |
| Price_Type   | Defines which type of price (refer to Table B-8)               |
| Sale_Area    | Coded Area or country name (see Table B-7)                     |
| Price        | Hourly price   |
| Price_Unit   | Unit of measure upon which this price is based                 |
| Start_Date   | The date which the price becomes effective                     |
| Stop_Date    | The date which the price is no longer effective                |
| Replace_Date | The date which the pricing information was updated (autofills) |

### B.3.3 Areas Table

Table B-7 specifies the area(s) where the contractor shall provide equipment and labor prices during the proposal. After contract award, contractors will have the option to submit prices for foreign countries based on task order competition, identifying the country code(s), in the contract modification proposals. Country codes are subject to review and approval by GSA. Foreign countries and additional territories will be assigned using the ISO three letter country codes.

**Table B-7. Areas Table**

| Item | Area Name | Area Code |
|------|-----------|-----------|
|------|-----------|-----------|

| Item | Area Name     | Area Code |
|------|---------------|-----------|
| 1    | United States | CONUS     |

### B.3.4 Price Types Table

Table B-8 specifies the allowable price types for equipment, equipment service and labor. For each price table, the minimum required price types are specified and all others are optional to propose.

**Table B-8. Price Types Table**

| Price_Type | Price_Type_Name  | Price_Table       | Required |
|------------|--|-------------------|----------|
| PP         | Purchase   | Equipment         | Y        |
| PPREF      | Purchase Refurbished   | Equipment         | N        |
| PPCAN      | Purchase Cancellation  | Equipment         | Y        |
| INSTL      | Installation   | Equipment Service | Y        |
| DEINST     | De-Install   | Equipment Service | N        |
| MT         | Maintenance  | Equipment Service | N        |
| MT1YR      | Maintenance - 1 Yr   | Equipment Service | N        |
| MT2YR      | Maintenance - 2 Yr   | Equipment Service | N        |
| MT3YR      | Maintenance - 3 Yr   | Equipment Service | N        |
| MT4YR      | Maintenance - 4 Yr   | Equipment Service | N        |
| MT5YR      | Maintenance - 5 Yr   | Equipment Service | N        |
| MTCAN      | Maintenance Cancellation                                     | Equipment Service | N        |
| WAR1YR     | Extended Warranty - 1 Yr                                     | Equipment Service | N        |
| WAR2YR     | Extended Warranty - 2 Yr                                     | Equipment Service | N        |
| WAR3YR     | Extended Warranty - 3 Yr                                     | Equipment Service | N        |
| WAR4YR     | Extended Warranty - 4 Yr                                     | Equipment Service | N        |
| WAR5YR     | Extended Warranty - 5 Yr                                     | Equipment Service | N        |
| HROFF      | Hourly Offsite (on contractor premises), Normal Business Day | Labor             | Y        |
| HRON       | Hourly Onsite (on government premises), Normal Business Day  | Labor             | Y        |
| HRTSOFF    | Hourly Top Secret – TS/SCI, Offsite, Normal Business Day     | Labor             | Y        |
| HRTSON     | Hourly Top Secret – TS/SCI, Onsite, Normal Business Day      | Labor             | Y        |

### B.4 Mandatory Labor Categories

Table B-9 specifies the list of mandatory labor categories. Detail descriptions of each item can be found in Section J.1 [Labor Categories].

**Table B-9. Mandatory Labor Categories**

| CLIN                   | Labor_Type_Name                                  | Description          |
|------------------------|--|----------------------|
| L-XXX-YYY <sup>3</sup> | Applications Systems Analyst/Programmer - Entry  | Refer to Section J.1 |
| L-XXX-YYY              | Applications Systems Analyst/Programmer - Mid    | Refer to Section J.1 |
| L-XXX-YYY              | Applications Systems Analyst/Programmer - Sr     | Refer to Section J.1 |
| L-XXX-YYY              | Business Analyst                                 | Refer to Section J.1 |
| L-XXX-YYY              | Business Process Engineer - Entry                | Refer to Section J.1 |
| L-XXX-YYY              | Business Process Engineer - Mid                  | Refer to Section J.1 |
| L-XXX-YYY              | Business Process Engineer - Sr                   | Refer to Section J.1 |
| L-XXX-YYY              | Cable Installer - Entry                          | Refer to Section J.1 |
| L-XXX-YYY              | Cable Installer - Mid                            | Refer to Section J.1 |
| L-XXX-YYY              | Cable Installer - Sr                             | Refer to Section J.1 |
| L-XXX-YYY              | Communications Analyst - Entry                   | Refer to Section J.1 |
| L-XXX-YYY              | Communications Analyst - Mid                     | Refer to Section J.1 |
| L-XXX-YYY              | Communications Analyst - Sr                      | Refer to Section J.1 |
| L-XXX-YYY              | Data Entry Operator                              | Refer to Section J.1 |
| L-XXX-YYY              | Data/Configuration Management Specialist - Entry | Refer to Section J.1 |
| L-XXX-YYY              | Data/Configuration Management Specialist - Mid   | Refer to Section J.1 |
| L-XXX-YYY              | Data/Configuration Management Specialist - Sr    | Refer to Section J.1 |
| L-XXX-YYY              | Database Manager/Administrator - Entry           | Refer to Section J.1 |
| L-XXX-YYY              | Database Manager/Administrator - Mid             | Refer to Section J.1 |
| L-XXX-YYY              | Database Manager/Administrator - Sr              | Refer to Section J.1 |
| L-XXX-YYY              | Desktop Support Manager                          | Refer to Section J.1 |
| L-XXX-YYY              | Desktop Systems Specialist                       | Refer to Section J.1 |
| L-XXX-YYY              | Engineering Assistant                            | Refer to Section J.1 |
| L-XXX-YYY              | Financial Analyst                                | Refer to Section J.1 |
| L-XXX-YYY              | Graphics Specialist                              | Refer to Section J.1 |
| L-XXX-YYY              | Help Desk Coordinator                            | Refer to Section J.1 |

| CLIN      | Labor_Type_Name                               | Description          |
|-----------|---|----------------------|
| L-XXX-YYY | Help Desk Support Service Specialist - Entry  | Refer to Section J.1 |
| L-XXX-YYY | Help Desk Support Service Specialist - Mid    | Refer to Section J.1 |
| L-XXX-YYY | Help Desk Support Service Specialist - Sr     | Refer to Section J.1 |
| L-XXX-YYY | Information Assurance Engineer - Entry        | Refer to Section J.1 |
| L-XXX-YYY | Information Assurance Engineer - Mid          | Refer to Section J.1 |
| L-XXX-YYY | Information Assurance Engineer - Sr           | Refer to Section J.1 |
| L-XXX-YYY | LAN/MAN/WAN Integrator - Entry                | Refer to Section J.1 |
| L-XXX-YYY | LAN/MAN/WAN Integrator - Mid                  | Refer to Section J.1 |
| L-XXX-YYY | LAN/MAN/WAN Integrator - Sr                   | Refer to Section J.1 |
| L-XXX-YYY | Network Administrator - Entry                 | Refer to Section J.1 |
| L-XXX-YYY | Network Administrator - Mid                   | Refer to Section J.1 |
| L-XXX-YYY | Network Administrator - Sr                    | Refer to Section J.1 |
| L-XXX-YYY | Network Engineer - Entry                      | Refer to Section J.1 |
| L-XXX-YYY | Network Engineer - Mid                        | Refer to Section J.1 |
| L-XXX-YYY | Network Engineer - Sr                         | Refer to Section J.1 |
| L-XXX-YYY | Network Technician - Entry                    | Refer to Section J.1 |
| L-XXX-YYY | Network Technician - Mid                      | Refer to Section J.1 |
| L-XXX-YYY | Network Technician - Sr                       | Refer to Section J.1 |
| L-XXX-YYY | Operations System Security Specialist - Entry | Refer to Section J.1 |
| L-XXX-YYY | Operations System Security Specialist - Mid   | Refer to Section J.1 |
| L-XXX-YYY | Operations System Security Specialist - Sr    | Refer to Section J.1 |
| L-XXX-YYY | Program Manager                               | Refer to Section J.1 |
| L-XXX-YYY | Project Manager - Jr                          | Refer to Section J.1 |
| L-XXX-YYY | Project Manager - Mid                         | Refer to Section J.1 |
| L-XXX-YYY | Project Manager - Sr                          | Refer to Section J.1 |
| L-XXX-YYY | Quality Assurance Engineer - Entry            | Refer to Section J.1 |
| L-XXX-YYY | Quality Assurance Engineer – Mid              | Refer to Section J.1 |
| L-XXX-YYY | Quality Assurance Engineer - Sr               | Refer to Section J.1 |
| L-XXX-YYY | Site Manager - Jr                             | Refer to Section J.1 |
| L-XXX-YYY | Site Manager - Mid                            | Refer to Section J.1 |
| L-XXX-YYY | Site Manager - Sr                             | Refer to Section J.1 |
| L-XXX-YYY | Systems Engineer - Entry                      | Refer to Section J.1 |
| L-XXX-YYY | Systems Engineer - Mid                        | Refer to Section J.1 |
| L-XXX-YYY | Systems Engineer - Sr                         | Refer to Section J.1 |
| L-XXX-YYY | Technical Draftsman                           | Refer to Section J.1 |

| CLIN      | Labor_Type_Name                       | Description          |
|-----------|---------------------------------------|----------------------|
| L-XXX-YYY | Technical Writer/Editor               | Refer to Section J.1 |
| L-XXX-YYY | Telecommunications Engineer - Entry   | Refer to Section J.1 |
| L-XXX-YYY | Telecommunications Engineer - Mid     | Refer to Section J.1 |
| L-XXX-YYY | Telecommunications Engineer - Sr      | Refer to Section J.1 |
| L-XXX-YYY | Telecommunications Technician - Entry | Refer to Section J.1 |
| L-XXX-YYY | Telecommunications Technician - Mid   | Refer to Section J.1 |
| L-XXX-YYY | Telecommunications Technician - Sr    | Refer to Section J.1 |
| L-XXX-YYY | Training Specialist - Entry           | Refer to Section J.1 |
| L-XXX-YYY | Training Specialist - Mid             | Refer to Section J.1 |
| L-XXX-YYY | Training Specialist - Sr              | Refer to Section J.1 |
| L-XXX-YYY | Web Designer - Entry                  | Refer to Section J.1 |
| L-XXX-YYY | Web Designer - Mid                    | Refer to Section J.1 |
| L-XXX-YYY | Web Designer - Sr                     | Refer to Section J.1 |
| L-XXX-YYY | Webmaster - Entry                     | Refer to Section J.1 |
| L-XXX-YYY | Webmaster – Mid                       | Refer to Section J.1 |
| L-XXX-YYY | Webmaster – Sr                        | Refer to Section J.1 |

<sup>3</sup> XXX = Contractor\_ID, YYY = ID\_Number (Refer to Section B.2 [CLIN Structure] for further details)

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## C.1 Connections II Contract Scope

### C.1.1 Authorized Users

This contract is for the use of all federal agencies, authorized federal contractors, agency-sponsored universities and laboratories and, as authorized by law or regulation, state, local, and tribal governments, and other organizations. All organizations listed in General Services Administration (GSA) Order ADM 4800.2F (as updated) are eligible.

### C.1.2 Geographic Scope

The minimum geographic requirement is contractors shall provide services within the Continental United States. Connections II contractors are not required to deliver services in foreign countries, but can propose solutions on task orders based on their company's ability to deliver those services in the specified geographic area.

### C.1.3 Operational Scope

The Connections II scope includes all labor and equipment necessary to support communications and networking solutions at the Local Area Network (LAN), building, campus, and enterprise level. Labor categories specify both professional and technical expertise to support the full solution life cycle, including, but not limited to, analysis, planning, design, specification, implementation, integration and management of network services and equipment. The scope also includes any new labor and equipment that may emerge in the marketplace for providing comprehensive telecommunications over the life of the contract. Construction, alteration, and repair support services are only in scope as necessary to offer a complete telecommunications solution provided that it is integral to and necessary for the effort stated in the task order. There shall be no order placed for which construction, alteration, or repair is the principal purpose of the order.

The direct provision of network services, such as services that provide transport and access to and between customer sites, such as those provided by Incumbent Local Exchange Carriers, Competitive Local Exchange Carriers, Wireless Telephone Carriers, Interexchange Carriers, Satellite Providers, or Internet Service Providers **are out of scope**.

### C.1.4 Connections II Solutions

The Connections II acquisition encompasses a broad range of solution focus areas. The four solution types detailed in Table C-1 below are provided to demonstrate the core capabilities of this contract, without limiting its scope. Combinations of any or all of the four solution types are possible and encouraged when proposing a solution to a task order opportunity.

Connections II solutions include the ability to provide labor only services, equipment only purchases, as well as total agency solutions. If specified in the task order, solutions may incorporate a site survey or requirements analysis phase.

**Table C-1. Connections II Solution Types**

|   |
|---|
| <p><b>Communications and Networking.</b> Planning and construction of communications networks together with sensors, servers and storage to support and optimize resource management and the distribution of information to empower decision-makers; includes equipment to support information distribution in a variety of forms such as voice, video, and data and between humans and machines.</p>   |
| <p><b>Building/Campus Facility Preparation.</b> All site preparation to support telecommunications distribution systems such as cabling and wiring, power systems, associated support structures and services and incidental construction.</p>  |
| <p><b>Operations, Administration, and Management (OA&amp;M).</b> The functions needed to manage a complex communications network such as maintaining the system configuration, including an inventory of equipment and assignment of network addresses; tracking performance data such as adherence to SLAs and network capacity monitoring; diagnosing and repairing faults and maintaining a help desk; collecting accounting information for billing; maintaining secure network operation; and coordination of all these functions.</p> |
| <p><b>Customer Service and Technical Support.</b> Provide support on behalf of an agency such as help desk, Website and electronic bulletin board construction and maintenance; back office support such as billing, planning, and financial support, etc.</p>  |
| <p><b>Note:</b> For all Solution Types, the contractor may:</p> <ol style="list-style-type: none"><li>1. Provide labor or equipment or both.</li><li>2. Provide solutions and support for legacy facilities.</li><li>3. Provide solutions which are combinations of any or all of the above four solution types.</li></ol>  |

The actual locations where the equipment and services are used are defined by the orders

### **C.1.5 Organization of this Statement of Work**

The functional requirements for Connections II labor and equipment are provided in Section C.2, and those requirements for contractor management and operations of the contract are provided in Section C.3.

## **C.2 Connections II Equipment and Services**

This section includes requirements that hold for all task orders under Connections II.

Connections II contractors shall provide all equipment necessary for each solution type. After award, the contractor may request a modification to the contract using Section G.2 [Contract Modifications] to include additional products. Similarly for the labor list in Section J.1 [Labor Categories], after award the contractor may request a modification to the contract to include additional labor categories.

### **C.2.1 General Requirements**

The contractor shall meet the following general requirements in providing, installing, operating, and maintaining required products and services.

### **C.2.1.1 Performance and Quality**

The reliability of equipment delivered under this contract shall be specified in the orders. The contractor shall supply Mean Time Between Failure (MTBF) and Mean Time to Repair (MTTR) data (if available) to allow calculation of the serial reliability of the system supported by the products delivered and ensure its proper functioning. The contractor shall be capable of providing reliability calculations for the systems delivered under this contract in accordance with Telcordia standard SR-332 (Issue Number 02) "Reliability Prediction Procedure for Electronic Equipment" or other standards specified in the task order.

The contractor shall be capable, in response and performance of a task order, of committing to a specified performance level and/or quality of service level in a Service Level Agreement (SLA). The SLA may include network metrics (e.g., availability, response time), billing metrics (e.g., the error rate of charges billed under the contract), customer service metrics (e.g., the percentage of calls to the customer service function that were answered in less than 30 seconds), and security metrics (e.g., the probability of detecting attempted intrusions into the system and the associated false-alarm rate). The contractor shall describe to the customer how the data will be collected and provide to the customer an acceptable reporting mechanism that tracks the requirements agreed to in the SLA.

Basic requirements for the SLA may include but are not limited to:

1. A specified level of customer support
2. Overall system availability
3. Overall system response time
4. Maximum system restoration time
5. Provisions for system security
6. Negative incentives for under performance
7. Maintenance response times

### **C.2.1.2 Environmental Constraints**

The contractor shall provide components that will operate satisfactorily under environmental conditions that apply to the area specified in the order.

### **C.2.1.3 Electromagnetic Compatibility**

The equipment shall meet Federal Communications Commission (FCC) Part 15 (Code of Federal Regulations (CFR) Title 47) requirements or as otherwise stated in the task order. For international orders, the equipment shall conform to the area and local standards that apply.

### **C.2.1.4 Accessibility to the Disabled (Section 508 Requirements)**

The contractor shall provide equipment and services, including the contract management and operations services set out in Section C.3, that meet the requirements of the Code of Federal

Regulations (CFR) title 36: Parks, Forests, and Public Property, Part 1194 Electronic and Information Technology Accessibility Standards, subparts A through D.

An Agency's Ordering Contracting Officer may accept Electronic and Information Technology (EIT) that uses designs and/or technologies that do not meet applicable Technical Standards of Subpart B but do provide disabled federal employees or citizens with equivalent or greater access to information. This is referred to as "equivalent facilitation" and contractors offering equivalent facilitation may be considered by the OCO along with those that strictly meet the Technical Standards of Subpart B.

### **C.2.1.5 Encryption**

When a task order calls for encryption of information that is not classified, or the order states that certain information is sensitive and needs protection, the contractor shall use equipment that is certified under Federal Information Processing Standard (FIPS) 140-2 for protection of that information, or as otherwise specified in the task order. A list of equipments that are certified under this standard may be found at <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401val2004.htm>. Note that the certified cryptographic equipment may be part of a larger device, such as a Personal Computer (PC).

### **C.2.1.6 Special International Requirements (Homologation)**

Homologation is the process of certifying a particular component part/system/technical unit with the appropriate government agency in that country or territory. Equipment to be sold or used in a foreign country under the Connections II contract shall be approved for use in that country, meaning that it shall be homologated in that country if necessary. The contractor shall provide evidence of homologation in the country of interest, such as a certificate or statement from the manufacturer, to the Ordering Contracting Officer (OCO) or the GSA contracting officer (in the case of contract modification) when requested.

### **C.2.1.7 Installation and Testing**

If specified in the task order, the contractor shall submit a draft *Acceptance Test Plan* to the Ordering Contracting Officer (OCO) of all proposed equipment, services, and systems to be tested for government review and approval. Upon approval, the contractor shall prepare a final *Acceptance Test Plan* prior to the start of acceptance testing. Acceptance shall be as defined in Section E.2 [Definitions].

If so tasked, the contractor shall adhere to the specifications of the original equipment manufacturer (OEM) for the area under consideration and shall install and test all equipment and systems in accordance with accepted industry standards that apply to the area under consideration. The contractor shall clear, correct, and restore any components or subsystems that fail the acceptance tests and shall submit, if so tasked, a set of as-built drawings to the OCO.

### **C.2.1.8 Maintenance**

Equipment maintenance shall be conducted in accordance with the OEM's specifications or as otherwise specified in the task order.

### **C.2.1.9 Warranty Service**

The contractor shall provide, at no additional cost to the government, a minimum one-year system warranty (or the warranty provided by the OEM, whichever is longer) for all hardware and software purchased under this contract, including all equipment supplied, installed, and integrated by the contractor. The equipment warranty shall provide for repair and distribution of updated software to all users who purchased the software under this contract. The contractor shall provide to the OCO for their review and approval a written description of the warranty service associated with each product and service delivered under the contract at the time of acceptance.

The contractor shall repair or replace malfunctioning equipment covered by warranty within five business days or as specified in the order. The contractor shall provide to the government a point of contact for the warranty during the Normal Business Day (7AM – 7PM Local Time) or for a longer period if so specified in the order. The warranty shall begin at the time the final system acceptance form is signed.

### **C.2.1.10 Spares Inventory**

If specified in the task order, the contractor shall be capable of providing spare parts and be responsible for spares inventory or replenishment for all contractor-furnished and installed equipment. The contractor shall be capable of providing a *Recommended Spare Parts List* for each system. This list shall include part description, part number, manufacturer, address, phone number, and recommended quantities. The contractor may be tasked with providing an *Equipment Integrated Logistics Plan* to cover the issue of sparing. This plan should include a methodology for providing the needed spares and protection for the network to avoid long delays in obtaining parts. The customer may choose to purchase spare parts and retain these spares on site. Such spares will be purchased at the customer's expense.

### **C.2.1.11 Maintenance of Legacy Equipment**

The contractor shall provide legacy equipment maintenance as a separate order or as part of an order. For the purposes of this contract, legacy equipment is any equipment not purchased under the Connections II contract.

### **C.2.1.12 Sustainable Equipment, Services, and Solutions**

Connections II seeks to promote the sustainable stewardship of telecommunications and networking assets in order to reduce or eliminate their environmental and energy impacts through continuous improvements in design, material selection, reuse, de-manufacturing, and recycling. Specific sustainability requirements will be specified at the task order level. The goal

is for the equipment, services, and solutions procured under this contract to support the following government environmental performance standards, criteria, and guidance set out within the following sources and their successors:

1. Executive Order (EO) 13514: Federal Leadership in Environmental, Energy and Economic Performance.
2. The Electronic Product Environmental Assessment Tool (EPEAT).
3. The U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) Program
4. The Energy Independence and Security Act of 2007 (EISA 2007) including the purchase of Energy Star and Federal Energy Management Program (FEMP)-designated products.

The contractor shall develop, maintain, and periodically update a Sustainable Equipment, Services and Solutions Plan, at no cost to the government, that documents how the contractor intends to provide telecommunications and networking assets that will reduce negative impacts on the environment. The Plan shall provide sufficient detail for the government to determine that the contractor reasonably understands their sustainability approach. The Plan shall describe the processes and practices the contractor will employ to ensure that environmentally responsible and resource efficient solutions are delivered to Connections II customers.

The government intends to modify the contract as sustainability standards, criteria, and guidance evolve.

## **C.2.2 Communications and Networking Solutions**

The contractor shall provide complete or portions of communications networks that span a single building or location to an entire enterprise with several locations separated by large distances. These networks shall carry all types of information formats such as data, voice, and video. The equipment provided shall cover the complete range of communications such as switches and routers for local area networks (LANs), private branch exchanges (PBX), video teleconferencing equipment, and the computer hardware and software necessary to implement the solution. The contractor shall also coordinate communications services from other GSA contracts when required, and be capable of integrating legacy equipment into the solution. The Communications and Networking solution type may be combined with any or all other solution types.

### **C.2.2.1 Communications and Networking Equipment Types**

The following table is representative of the types of equipment and related software that the contractor shall be capable of providing for the Communications and Networking solution type.

**Table C-2. Communications and Networking Equipment Types**

| Type                                     | Descriptions  |
|--|---|
| Voice over Internet Protocol (VoIP) PBXs | Delivery of voice communications using packet-switching, usually on a server with a software application that provides PBX features common to circuit-switched units; complete system would include telephone instruments for voice, a gateway to connect to the Public Switched Telephone Network (PSTN), switches and routers to connect to a local packet network and to an external packet network such as the Internet   |
| Routers                                  | Enterprise-wide: 2 million Packets per Second (pps), supports Quality of Service (QoS) and Multiprotocol Label Switching (MPLS), up to four Gigabits per Second (Gbps) Ethernet ports, range of physical layers including short (SX) and long (LX) wave optics<br>Edge routing: embedded high-speed firewalls and 5 Gbps ports, at least Triple Digital Encryption Standard (3DES) and Advanced Encryption Standard (AES), supports 500,000 Internet Protocol version 4 (IPv4) routes and 20,000 IPv6 routes, Simple Network Management Protocol (SNMP) |
| Firewalls                                | A device to protect an enterprise network connected to an external network such as the Internet from damaging traffic such as viruses; operates at capacities that serve the range of small to large enterprises; may be standalone at the interface between the enterprise and external networks, or as part of a Demilitarized Zone (DMZ)   |
| Workgroup Switches                       | Port speeds 10 Mbps to at least 1 Gbps, physical layers: Unshielded Twisted Pair (UTP), multimode (50μ), single mode (1310 nm and/or 1550 nm) Virtual LAN (VLAN) capability (Institute of Electrical and Electronic Engineers (IEEE) 802.1q), SNMP, supports Power over Ethernet (PoE), and IPv6  |
| Backbone Switches                        | Port speeds up to 10 Gbps, layer 3 switching support for IPv6 and MPLS; also support for SNMP, Remote Monitoring (RMON), and PoE, hardware firewall is a plus; Packet over SONET (POS) at rates to at least OC-3 and T1/E1 ports to the Public Switched Telephone Network (PSTN)  |
| Telephone Station Instruments            | Equal to or better than the telephones commonly used in the commercial market place; compatible with time division multiplexing (TDM) PBXs and IP networks (VoIP PBX)   |
| Gateway Devices (VoIP PBXs)              | Connects a packet-switched PBX to either the Internet or the PSTN; checks as to whether a requested Transmission Control Protocol (TCP) session is legitimate   |
| Gateway Devices (LAN to mainframe)       | These devices shall support Linux™ and Windows™ operating systems and the workgroup switches mentioned above  |
| Wireless Internet Protocol (IP) PBXs     | Basic functionality common in the industry; includes base stations (fixed transceivers) and wireless telephones for wireless access to users within a building; operates on unlicensed radio frequencies or licensed frequencies provided by the contractor; capable of providing full or partial coverage of the building premises; also includes wireless handsets that provide building and campus coverage, including roaming capability away from the building   |
| Synchronous Communications Servers       | Transmission Control Protocol (TCP)/IP for interoperability with IEEE 802.3 equipment and TCP/IP hosts; file transfer using Kermit, Serial Line Internet Protocol (SLIP), and Point-to-Point Protocol (PPP), authentication schemes such as Packet-level Procedure (PAP), Challenge-Handshake Authentication Protocol (CHAP), Remote Authentication Dial-In User Service (RADIUS), or Kerberos; supports SNMP   |
| Asynchronous                             | IEEE 802.3 and TIA RS-232E compliant; full RS-232E functions configurable by the user,  |

| Type   | Descriptions   |
|--|--|
| Communications Servers                           | provide virtual terminal services to a networked host as well as terminal emulation for existing terminal types (e.g., VT-100, IBM 327x), printer server, and modem pool functions   |
| Audio and Video Conferencing Equipment – general | All audio/video equipment to interface with circuit-switched or packet (including IP) networks, dial-in and dial-out, auto setup: meet me (conduct session without schedule) and preset (scheduled conference using authorization code), password protected, host-controlled access, private side conference, verification of disconnects, music-on-hold, listen only (controllable by moderator), incorporate pre-recorded announcements, toll-quality voice, connections to PBXs, private lines, Central Office (CO) lines, or Virtual Private Networks (VPNs); conform to FTR 1080B-2002. |
| Video Teleconferencing Rooms                     | Typically holds up to 25 people, usually around a conference table; acoustically treated to reduce reverberation; usually two large flat screens for video; can control lighting for easy viewing; several cable and/or wireless connections distributed around the room/table to office LAN or direct connection to external network such as the Internet; adequate space behind screens for equipment and maintenance  |
| Roll-about Carts                                 | Provides mobile, self-contained video teleconferencing for use throughout a building, especially in conference rooms; large screen, at least 20 inches; video camera, microphones and speakers; several power outlets and cable and/or wireless connections to local network or directly to external network such as the Internet  |
| Desktop Videoconferencing Units                  | Generally for one person at each end of the connection; can use PC with built-in or external camera, loudspeakers integrated with a PC or externally mounted; either internal or external microphone, or use of headset  |
| Video cameras                                    | Capabilities of commercial products of amateur and professional quality, such as built-in omni-directional microphone, direct connection to local or external network; may include Compact Disc (CD)/Digital Versatile Disc (DVD) storage for video/audio recording  |
| Microphones                                      | Capabilities of commercial products of amateur and professional quality  |
| Video recorders                                  | Capabilities of commercial products of amateur and professional quality, usually with DVD storage  |
| Electronic blackboards                           | Capabilities of commercial products  |
| Video Surveillance                               | Motion detection, pre and post-alarm monitoring, remote access, remote video monitoring, video display in full color, image authentication, archiving  |
| Microwave Systems                                | Licensed and/or unlicensed frequencies, point-to-point connections or mesh applications; voice, data, and video, contractor to provide a backup plan and continuous monitoring   |
| Free-space Optical Systems                       | Approximately two mile range; automatic or manual pointing; window or tripod mount; meets applicable regional and local standards, codes, and regulations; includes monitoring capability using SNMP   |
| Land Mobile Radio Systems (LMR)                  | Portable and stationary units and all required hardware to communicate over predefined frequencies, use licensed frequencies that are available to the government in the area, or acquire licensed frequencies   |
| Satellite Earth Stations                         | Provide voice, data, and video links to private networks or the PSTN, speeds up to but not limited to OC-3c, portable with auto-positioning, employ government and commercial satellite networks   |

| Type                           | Descriptions  |
|--------------------------------|---|
| Wireless LANs                  | Rates up to at least 802.11g specifications with some or all of these security features: management station to authorize user equipment for operation on the wireless network, detect and deny service to unauthorized equipment, detect and prevent insertion attacks, protect on-air information using Wi-Fi Protected Access 2 encryption or stronger; centralized management capabilities: store descriptions of the wireless network equipment and configuration, monitor network operation such as what equipment is active and to what it is connected, include trouble shooting tools. Otherwise adhere to IEEE 802.11-2007 |
| Network Operating Systems      | Will interoperate with widely-deployed operating systems such as JUNOS, Cisco IOS, BSD, and Novell Netware  |
| Legacy – Circuit Switched PBXs | Feature set common to the industry such as voice mail with direct access to messages, caller Identification (ID), call waiting indication, conference and multi-party calling, and last Number Redial, may be expandable to VoIP  |
| Legacy – key systems           | Supports small office such as with 40 telephones with up to 30 lines (not with maximum telephone capacity), and support analog T1, T1 Direct Inward Dialing (DID), and SIP trunks to the PSTN; caller ID, call forwarding, conferencing   |
| Legacy – Other                 | Other hardware and software including but not limited to: Asynchronous Transfer Mode (ATM) switches, hubs and concentrators, transceivers, repeaters and bridges, access servers, multiplexor, digital loop carrier (DLC) systems   |

### C.2.3 Building/Campus Facility Preparation

Building/Campus Facility solutions include all work incidental to support telecommunications distribution, such as the installation, operation and maintenance of power systems including Uninterruptible Power Systems (UPS); cable and wiring with attendant racks and panels and including campus interconnections; construction including the addition of raised flooring; Heating, Ventilation, and Air Conditioning (HVAC); and environmentally controlled housing. The contractor shall provide required connectivity between buildings using appropriate cabling and wiring, and related trenching, ducting, grounding, and lightning protection systems in accordance with the task order and/or appropriate standards. Note that other types of interconnection, such as microwave, are available from the Communications and Networking Solutions solution type.

Site preparation work done by the contractor under this contract shall conform to applicable federal, regional and local codes and shall conform to accepted industry installation and construction practices. All work and code compliance shall be subject to government review and approval prior to the start of work. The contractor shall provide the tools and test equipment to perform the site preparation as required by the order. The contractor shall retain ownership of the tools and test equipment unless otherwise specified in the order. The government will furnish facilities and utilities to the contractor that already are installed at the site, including light, heat, ventilation, and power. The contractor shall provide temporary utilities that are not available in the work area and coordinate any disconnection of utilities.

The contractor shall provide building additions and/or changes as required, as long as they are incidental to the preparation of the site for any one or all of the solution types. Installation of

raised flooring is one such addition. Raised flooring shall include cable trays and race-ways as required by the task order. HVAC construction shall be limited to new or upgraded installations necessary to support telecommunication equipment. The contractor shall expand or modify power systems to provide appropriate environmental control and electrical power to support the telecommunications installation. Power systems delivered under this contract shall meet applicable regional and local standards, codes, and regulations. The contractor shall install or modify lighting and receptacles in accordance with the requirements of the order. Lighting systems and receptacles delivered under this contract shall meet applicable regional and local standards, codes, and regulations.

The Building/Campus Facility Preparation solution type may be combined with any or all other solution types.

### C.2.3.1 BUILDING/CAMPUS FACILITY PREPARATION EQUIPMENT TYPES

The following table is representative of the types of equipment and related software that the contractor shall be capable of providing for the Building/Campus Facility Preparation solution type.

**Table C-3. Building/Campus Facility Preparation Equipment Types**

| Type                                 | Descriptions  |
|--------------------------------------|---|
| Equipment Enclosures                 | Overhead lighting, wall receptacles (min. one per 10'), built-in ladder (for underground enclosures), alarm system (door, temperature, humidity, high CO <sub>2</sub> or CO, intrusion, power off), fire extinguisher per OSHA 29 CFR 1910.157  |
| Racks                                | Steel and aluminum, conforming to IT (19") and telephony (23") standards  |
| Patch Panels                         | Rack or wall mount, copper and fiber, accept plugs for a variety of sizes, such as RJ-45, SC  |
| Cable – copper and Fiber             | Conforming to American National Standards Institute (ANSI)/Telecommunications Industry Association (TIA)-568-C.1 section 7.4 for inside cabling and TIA/EIA-758A Customer-owned Outside Plant Telecommunications Infrastructure Standard for outside cabling  |
| Uninterruptable Power Supplies (UPS) | Provides standby power with near-instantaneous switching to a devices or devices to maintain operation in the event of main power failure; different size units may serve a single device such as a PC, up to several racks of servers in a datacenter; hold times may be relatively short, perhaps 15 or 20 minutes to allow a diesel generator to come on line, up to a few hours for smaller devices such as PCs |

### C.2.4 Operations Administration & Management (OA&M)

Operations, administration, and management solutions cover the functions needed to manage a complex communications network such as maintaining the system configuration, including an inventory of equipment and assignment of network addresses; tracking performance data such as adherence to SLAs and network capacity monitoring; diagnosing and repairing faults and maintaining a help desk; collecting accounting information for billing; maintaining secure

network operation; and coordination of all these functions<sup>1</sup>. The OA&M solution type may be combined with any or all other solution types.

### C.2.4.1 Operations Administration & Management Equipment Types

The following table is representative of the types of equipment and related software that the contractor shall be capable of providing for the Operations, Administration & Management solution type. The requirements are stated functionally. Where a type is a software program, the functional specification is meant to include the software and the hardware platform. When responding to orders that are largely of the Operations Administration & Management equipment type, the contractor is free to use equipment from any other solution type.

**Table C-4. Operations, Administration & Management Equipment Types**

| Type                                | ISO Functional Area                         | Descriptions  |
|-------------------------------------|---|---|
| All-in-One Management               | Fault, configuration, performance, security | Serves at least 2,000 appliances and most core management functions   |
| Application Discovery               | Configuration                               | Hardware and software to inventory all items connected to customer's network (excluding common carrier); loads data into monitoring tool; maintains Configuration File          |
| Consolidated Event Management       | Performance                                 | Collects event streams from a variety of devices and presents a single, consistent view of the current state of all managed systems   |
| Fault Monitoring                    | Fault                                       | Hardware and software associated with identifying fault conditions, isolating sources of faults, and performing root-cause analysis; accepts a variety of inputs including SNMP |
| Service Monitoring                  | Performance                                 | Hardware and software to track SLAs   |
| Service Desk with Workflow Database | Fault                                       | Hardware and software to record trouble reports and issue trouble tickets; includes Artificial Intelligence (AI) interface for common trouble solutions for tier 1 agents       |
| Security Support                    | Security                                    | Hardware and software associated with risk analyses, vulnerability analyses, and analyses of physical and software security operations, both active and passive                 |
| Telecom Expense Management          | Accounting                                  | Simplifies invoice-to-payment process by validating charges, handling dispute management, creating reports, and analyzing bills to reduce costs                                 |

### C.2.5 Customer Service and Technical Support

Customer Service and Technical Support Solutions include installation and maintenance of systems, tools, and resources that provide direct interaction with customers such as help desks,

<sup>1</sup> ISO/IEC 7498-4; 4.5 OSI Management functional areas

website and electronic bulletin board construction and maintenance, and back office support including billing, planning and financial support.

The contractor shall support the customer in performing billing, account management and back office functions specified in the order. The tasks may include, but are not limited to:

- Identifying requirements
- Managing specified billing and account management functions
- Preparing bills for specified services
- Processing user billing inquiries
- Preparing specified payment documentation
- Supporting the customer in collecting late payments
- Auditing specified activities that relate to the customer’s telecommunications infrastructure

The Customer Service and Technical Support solution type may be combined with any or all other solution types

### **C.2.5.1 Customer Service and Technical Support Equipment**

The following table is representative of the types of equipment and related software that the contractor shall be capable of providing for the Customer Service and Technical Support solution type.

**Table C-5. Customer Service and Technical Support Equipment Types**

| Type                                      | Descriptions   |
|---|--|
| Automatic Call Distribution (ACD) Systems | Skills-based routing, supports at least 50 agents, includes integral interactive voice response (IVR) capabilities and agent stations with screen pops; supports multi-media links with customers, call routing to remote agents, auto attendant, alarms for callers in queue, call-back message support |
| Telephone Recorders                       | Includes logging and a management system, allows the call center to monitor, log, review, retrieve and catalog voice and data, also quality monitoring, evaluation, reporting and coaching; graphical interface, data accessible via LAN, WAN, or Internet   |
| Auto-Dialing                              | Standalone and integrated with ACD or other related equipment  |
| Workforce Management                      | Calculator and scheduling software for workforce management of call center and other customer and technical support staff  |
| Customer Contact                          | Track customer contacts, screen pops and have an information database with learning capability to support tier 1 agents in diagnosing problems, multimedia support for contacts  |
| Servers                                   | To support the various equipment types in this and other solution types such as VoIP PBXs, gateways for VoIP applications, bastion servers to implement Demilitarized Zones (DMZs), communications servers, OA&M monitoring equipment, and ACDs  |

## C.3 Contract Management and Operations

### C.3.1 Customer Service

Unless otherwise specified in the order, users shall be able to access the contractor's customer service function during the Normal Business Day (7AM – 7PM Local Time) by dialing a toll-free number or by accessing the contractor's Web page. These access points shall be the customer's primary points of contact with the contractor for operational issues such as task ordering. The contractor's customer service function shall assist users experiencing difficulty and shall provide training where required. The contractor also shall make customer service representatives available to users for requirements planning or billing reconciliation.

### C.3.2 Task Ordering

The contractor shall, at a minimum, meet the following task ordering requirements:

1. **Provide online ordering information.** The Contractor shall develop and maintain a current, publicly available webpage accessible via the Internet. At a minimum, the webpage shall include the following items:
  - a. The Basic Contract
  - b. Contractor DUNS number
  - c. Prompt payment terms
  - d. Contact information including the Contractor's Program Manager and Contract Manager
  - e. Ordering instructions
2. **Provide task order proposals.** The contractor shall provide task order proposals within five business days following receipt of a Task Order Request (TOR) or as specified by the OCO. If more time is required, the contractor shall negotiate with the OCO a date to provide the proposal. Task order proposals shall be provided in a mutually acceptable format and delivery method.
3. **Archive orders.** Copies of all orders shall be maintained by the contractor for the length of the contract and shall be available for government inspection within 10 business days after the government's formal request. Archived information shall be provided in a mutually acceptable format and delivery method.

### C.3.3 Supply Chain Risk Management (SCRM)

Connections II vendors shall include a Supply Chain Risk Management (SCRM) Plan to address counterfeit and illegally modified products. The SCRM Plan will be reviewed prior to selection.

The Connections II contractor's supply chain consists of organizations, people, activities, information, resources, along with information and communication technology (ICT) equipment, subcomponents and software. The products that are sold, configured, installed

and/or maintained under the Connections II contract are provided by Connections II contractors who act as re-sellers of ICT equipment and component OEMs. "Genuine ICT" are ICT equipment, components and software that are authentic – that is, as represented by their suppliers, whether named brand products or commodity products specified only by performance characteristics.

The contractor shall develop, maintain, and periodically update a SCRM Plan, at no cost to the government, to reduce supply chain risks to performance and security of the products sold, installed and maintained throughout the Connections II product/solution life cycle. The Plan shall provide sufficient detail for the government to determine that the contractor reasonably understands its supply chain. The contractor shall ensure that Genuine ICT will be available under the Connections II contract and shall manage the risk to ensure that counterfeit or illegally modified products are not shipped. The Plan shall describe the processes and practices the contractor will employ to ensure that Genuine ICT is delivered to Connections II customers.

The SCRM Plan shall address, at a minimum, how the contractor:

1. Ensures within its processes that requirements for Genuine ICT are imposed upon its direct suppliers, whether the direct supplier is a systems integrator, reseller or OEM. The requirements for assurance and supporting evidences shall include:
  - a. That the contractor performs reasonable steps to ensure their SCRM Plan will be performed for ICT in its delivered and installed configuration.
  - b. That the equipment resellers from whom the contractor purchases ICT have valid licenses for OEM equipment and software.
  - c. That the ICT OEM is exercising quality control to ensure that counterfeit or illegally modified hardware or software components are not incorporated into the OEM product.
  - d. That the contractor ensures traceability of assurance and evidence of genuineness of ICT back to the licensed product and component OEMs.
2. Ensures that products and components are not repaired and shipped as new products and components provided to the Government.
3. Ensures that supply channels are monitored for counterfeit throughout the product life cycle to include maintenance and repair.
4. Ensures independent verification and validation of assurances and supporting evidence, as required.

The government intends to modify the contract as National Institute for Science and Technology (NIST) SCRM guidelines and standards evolve, and the contractor shall update its SCRM Plan to include such modifications at no cost to the government.

### C.3.4 Billing

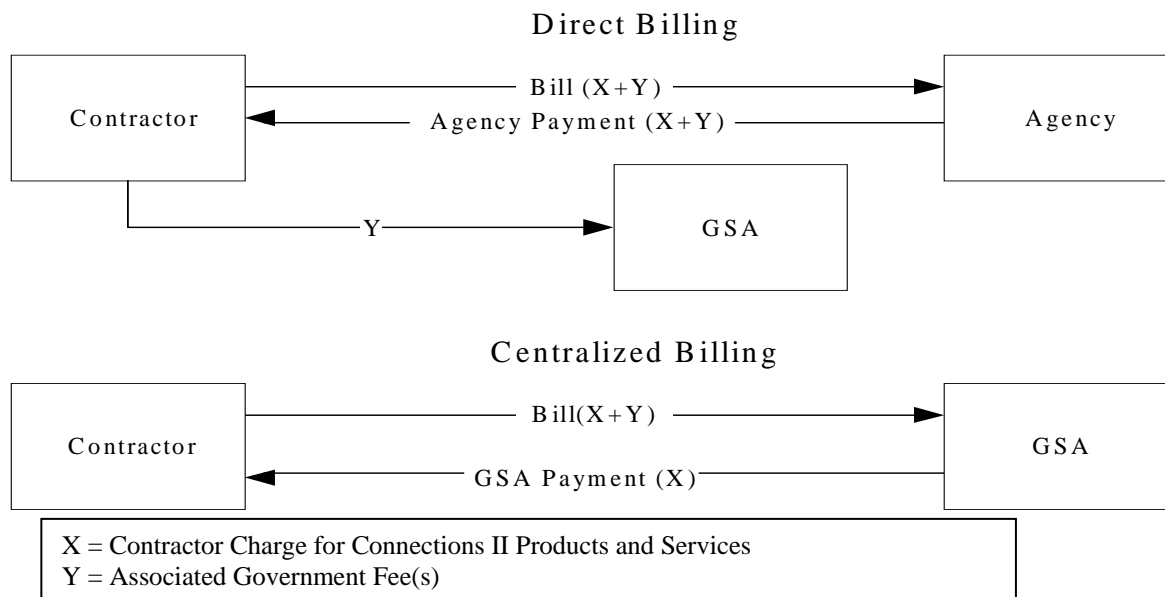
The contractor shall be capable of directly billing each customer at the address given by the customer in the order and shall also have the capability to centrally bill designated customers through GSA. The concepts of direct and centralized billing are defined below and illustrated in Figure C-1:

1. Direct Billing: The contractor shall bill each customer's cost center that is using direct billing and provide supporting billing data. Each such customer will verify the bill and directly pay the contractor.
2. Centralized Billing: The contractor shall bill GSA via a machine-readable billing file prepared for centrally-billed customers only and provide supporting data for verifying charges. The contractor shall follow the format for centralized billing files as described in Section G.5.1.3 [Additional Centralized Billing Requirements]. GSA will pay the centralized bill.

The contractor shall be responsible for the collection of charges from directly billed Connections II customers. GSA is not responsible for any charges directly billed to any Connections II customer. GSA is responsible for the collection of charges from centrally billed customers.

All Associated Government Fee (AGF) payments for direct-billed customers shall be sent to GSA via Electronic Funds Transfer (EFT). See Section G.5.2 [Associated Government Fee].

**Figure C-1. Direct and Centralized Billing**



The contractor shall be capable of delivering bills and billing verification data to GSA and the customers electronically for viewing and file transfer using a format and a medium that are acceptable to the government and the contractor.

### **C.3.5 Training**

The contractor shall provide training if specified in the order. Tasks may include courseware development and instructing customer personnel. Training methods may include formal classroom training, interactive video, computer-assisted training, Internet-based training, individual tutoring, and other methods specified in the order. Unless otherwise specified in the order, training shall be completed within five business days after the equipment or service is accepted; and class size for classroom training shall be limited to 20 students.

### **C.3.6 Inventory Management**

The contractor shall establish and maintain an *Inventory File* of equipment and services purchased under a task order. Each record of this file shall include the OEM's name and contact number, maintenance contractor's name and local repair number, the date of acceptance, the date maintenance was performed (if available), a description of the maintenance action (if available), and the date that the warranty ends. In addition, the record shall contain the task order number and CLINs as written in the task order. The customer may task the contractor to store other information in this file.

### **C.3.7 Codes, Regulations, and Standards**

Throughout this Statement of Work (SOW), references are made to codes, regulations, and standards. The contractor shall comply with the latest versions of these codes, regulations, and standards throughout the duration of the contract. If a question arises regarding which codes, regulations, or standards to apply to a particular order, the contractor shall seek clarification from the ordering agency prior to filling the order.

The contractor and all of its personnel and subcontractors shall adhere to applicable standards in Public Law 91-596, 1926.956, 1910.146 Occupational Safety and Health Act (OSHA), Telecommunication Standard 29 Code of Federal Regulations (CFR) 1910.268, the National Electric Code (NEC), (from the National Fire Protection Association NFPA 70), as well as local safety regulations for the site specified in the order. For international orders, the contractor shall adhere to the safety regulations that apply to the area under consideration or that are specified in the order.

Where multiple standards are cited, the order of precedence shall be industry forum specification, IETF, followed by IEEE, followed by ANSI, followed by Telcordia, and followed by International Telecommunications Union Telecommunications Standards Section (ITU-TSS), unless otherwise specified.

### **C.3.8 Permits and Licenses**

Unless otherwise specified in the order, the contractor shall obtain necessary permits and licenses to perform the work specified, including necessary approvals from the building owner or landlord. All work done by the contractor under this contract shall comply with all local codes that are applicable to the area served.

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## **D.1 General**

All information submitted to the Procuring Contracting Officer (PCO) the Program Manager (PM), the Contracting Officer's Technical Representatives (COTR), or the Ordering Contracting Officer (OCO) shall clearly indicate the contract number, the task order number, and attention to the specific addressee, as applicable.

## **D.2 552.211-75 Preservation, Packaging and Packing (Feb 1996)**

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

## **D.3 Initial and Subsequent Packing, Marking and Storage of Equipment**

Equipment delivered under this contract shall be sent to the location specified in the order. If "inside delivery" is specified and the contractor cannot gain access to the specified location, the equipment shall be stored temporarily in a mutually acceptable location.

All initial and subsequent packing, marking and storage incidental to shipping of materials under this contract shall be made at the contractor's expense. Supervision of packing and unpacking of initially acquired materials shall be furnished by the contractor. Such packing, marking and storage costs shall not be billed to the Government.

## **D.4 Packing List**

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

1. Name and address of the consignor
2. Name and complete address of the consignee
3. Government order or requisition number

4. Government bill of lading number covering the shipment (if any)
5. Description of the material shipped, including item number, quantity, number of containers, package number (if any), and weight of each package

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

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

The credit card number shall not be visible to the public.

## **D.5 Equipment Removal**

All contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the contractor, at the contractor's expense, within 90 calendar days after task order expiration, or as mutually agreed by the Government and the contractor. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the PCO or OCO.

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## 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/these address(es):

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

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:

| <u>FAR NUMBER</u> | <u>TITLE</u>                                 | <u>DATE</u> | <u>FP</u> | <u>TM</u> |
|-------------------|--|-------------|-----------|-----------|
| 52.246-2          | INSPECTION OF SUPPLIES--FIXED PRICE          | AUG 1996    | X         |           |
| 52.246-4          | INSPECTION OF SERVICES--FIXED-PRICE          | AUG 1996    | X         | X         |
| 52.246-6          | INSPECTION- TIME AND MATERIAL AND LABOR-HOUR | MAY 2001    |           | X         |
| 52.246-6          | Alt I  | APR 1984    |           | X         |
| 52.246-15         | CERTIFICATE OF CONFORMANCE                   | APR 1984    | X         |           |
| 52.246-16         | RESPONSIBILITY FOR SUPPLIES                  | APR 1984    | X         |           |

## E.2 Definitions

- “Acceptance” means the act of an authorized representative of the Government by which the Government, for itself or as agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract.
- “Conditional acceptance” means acceptance of supplies or services that do not conform to contract quality requirements, or are otherwise incomplete, that the contractor is required to correct or otherwise complete by a specified date.
- “Contract quality requirements” means the technical requirements in the contract relating to the quality of the product or service and those contract clauses prescribing inspection, and other quality controls incumbent on the contractor, to assure that the product or service conforms to the contractual requirements.

- “Critical nonconformance” means a nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services; or is likely to prevent performance of a vital agency mission.
- “Government contract quality assurance” means the various functions, including inspection, performed by the Government to determine whether a contractor has fulfilled the contract obligations pertaining to quality and quantity.
- “Major nonconformance” means a nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose.
- “Minor nonconformance” means a nonconformance that is not likely to materially reduce the usability of the supplies or services for their intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the supplies or services.
- “Off-the-shelf item” means an item produced and placed in stock by a contractor, or stocked by a distributor, before receiving orders or contracts for its sale. The item may be commercial or produced to military or Federal specifications or description.
- “Patent defect” means any defect which exists at the time of acceptance and is not a latent defect.
- “Subcontractor” (see [44.101](#)).
- “Testing” means that element of inspection that determines the properties or elements, including functional operation of supplies or their components, by the application of established scientific principles and procedures.

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## F.1 FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)

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

<http://www.acquisition.gov/far>.

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

**Table F.1-1**

| CLAUSE #  | CLAUSE TITLE                           | DATE     | FP | TM |
|-----------|--|----------|----|----|
| 52.204-11 | AMERICAN RECOVERY AND REINVESTMENT ACT | JUL 2010 | X  | X  |
| 52.211-8  | TIME OF DELIVERY                       | JUN 1997 | X  | X  |
| 52.211-8  | ALTERNATE I                            | APR 1984 | X  | X  |
| 52.211-8  | ALTERNATE II                           | APR 1984 | X  | X  |
| 52.211-8  | ALTERNATE III                          | APR 1984 | X  | X  |
| 52.211-9  | DESIRED AND REQUIRED TIME OF DELIVERY  | JUN 1997 | X  | X  |
| 52.211-9  | ALTERNATE I                            | APR 1984 | X  | X  |
| 52.211-9  | ALTERNATE II                           | APR 1984 | X  | X  |
| 52.211-9  | ALTERNATE III                          | APR 1984 | X  | X  |
| 52.242-15 | STOP-WORK ORDER                        | AUG 1989 | X  |    |
| 52.242-17 | GOVERNMENT DELAY OF WORK               | APR 1984 | X  |    |
| 52.247-29 | F.O.B. ORIGIN                          | FEB 2006 | X  |    |
| 52.247-30 | F.O.B. ORIGIN, CONTRACTOR'S FACILITY   | FEB 2006 | X  |    |
| 52.247-31 | F.O.B. ORIGIN, FRIEGHT ALLOWED         | FEB 2006 | X  |    |
| 52.247-32 | F.O.B. ORIGIN, FREIGHT PREPAID         | FEB 2006 | X  |    |
| 52.247-33 | F.O.B. ORIGIN, WITH DIFFERENTIALS      | FEB 2006 | X  |    |

FP= Fixed Price

TM= Time & Materials

## F.2 Issuing Offices for Delivery Orders and Task Orders

Delivery orders will be issued directly by Ordering Contracting Officers (OCOs) appointed by individual customer agencies and delegated authority by the PCO. See Section G-1.

### F.3 Place of Performance

The minimum geographic requirement is contractors shall provide services within the Continental United States. Connections II contractors are not required to deliver services in foreign countries, but can propose solutions on task orders based on their company’s ability to deliver those services in the specified geographic area.

### F.4 Start-Up Work.

The contractor shall provide management and administrative support in the areas designated in F.3 in order to be able to receive new task requests within 14 days following contract award.

### F.5 Contract Deliverables

The contractors shall deliver the following products identified in Table F.5-1, Summary of Contract Deliverables, which are described in the referenced sections of the original RFP:

**Table F.5-1. Contract Deliverables**

| RFP Section      | Description                         | Quantity                              | Medium of Delivery                       | Submittal Date  | Format   | Recipient of Deliverable                                |
|------------------|-------------------------------------|---------------------------------------|--|---|--|---|
| G.7              | <i>Marketing Plan</i>               | One                                   | As described in G and as approved by PCO | In proposal and updated annually  | Contractor-specified electronic format                     | GSA PMO   |
| H.21             | <i>Insurance Certification</i>      | One                                   | As described in H and as approved by PCO | No later than 5 days after contract award   | Contractor-specified electronic format                     | GSA PCO   |
| C.3.2            | <i>Archived task orders and DOs</i> | All task orders and DOs               | As described in C                        | Within 10 business days until the contract expiration date                                    | Contractor proposed electronic format                      | GSA PCO   |
| C.3.4<br>G.5.1.3 | <i>Bills</i>                        | Two hard copies & one electronic copy | As described in G                        | Monthly by the 15 <sup>th</sup> day of the month following acceptance of a product or service | Contractor-proposed electronic format and hard-copy format | GSA Office of Finance or Customer Agency as appropriate |

| RFP Section                           | Description   | Quantity | Medium of Delivery                     | Submittal Date  | Format   | Recipient of Deliverable |
|---------------------------------------|---|----------|--|---|--|--------------------------|
| G.4.1<br>J.2.1                        | <i>Order Status Report</i>                                      | One      | As described in G and J                | The contractor shall provide monthly reports online                                       | Government online tool – GWAC Management Module (GMM)                      | GSA PMO                  |
| G.4.2<br>[G.5.2 (3)]<br>J.2.2         | <i>Associated Government Fee Summary Report</i>                 | One      | As described in G and J                | The contractor shall provide monthly reports via email                                    | Government specified content; Contractor-proposed electronic format        | GSA PMO                  |
| H.5<br>Minimum Subcontracting Goals   | <i>Progress in contractor’s subcontracting outreach program</i> | One      | As described in H and approved by PCO. | The contractor shall provide draft report with proposal and semiannual reports thereafter | Government online tool – Electronic Subcontracting Reporting System (eSRS) | GSA PCO                  |
| C.3.3                                 | <i>Supply Chain Risk Management Plan</i>                        | One      | As described in C and approved by PCO. | In proposal and annually or as required in C.3.3; also as requested at task order level   | Contractor-proposed electronic format.                                     | GSA PMO                  |
| C.2.1.12                              | <i>Sustainable Equipment and Services and Solutions Plan</i>    | One      | As described in C and approved by PCO  | In proposal and annually thereafter; also as requested at task order level                | Contractor-proposed electronic format.                                     | GSA PCO                  |
| H.14<br>Electronic Access To Contract | <i>Redacted Contract</i>  | One      | As described in H and approved by PCO  | No later than 30 days after contract award and updated as appropriate                     | Contractor-specified electronic format                                     | GSA PCO                  |

## F.6 Transportation of Materials

The contractor shall be responsible for transporting all materials between the Government site and the contractor’s place of performance. Pickup and delivery of materials shall be in accordance with the schedule defined for each specific requirement.

The contractor shall ship all deliverables F.O.B. origin. Destinations will be specified in the task order.

## F.7 Remedial Maintenance Response Times

- 1. Emergency** - The contractor shall arrive at the agency location within three continuous hours of notification of a request for emergency remedial maintenance service. The trouble shall be resolved within six continuous hours after arrival.
- 2. Priority** - The contractor shall arrive at the agency location within six working hours of notification of a request for priority remedial maintenance service. The trouble shall be resolved within 12 continuous hours after arrival.
- 3. Routine** - The contractor shall arrive at the agency location within eight working hours of notification of a request for routine remedial maintenance service. The trouble shall be resolved within 24 continuous hours after arrival.

The priority of a maintenance action will be established by the mutual consent of the customer and the contractor.

## **F.8 Changes to Delivery and/or Service Intervals**

The above listed intervals are mandatory unless otherwise agreed to, in writing, by the contractor and the OCO on a case by case basis.

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## **G.1 Authorized Users**

Only authorized users may place orders under the Basic Contract. In order to qualify as an authorized user for orders over the micro purchase threshold, 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 GSA. 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 OF SUPPLY AND SERVICES, September 17, 2009, as modified from time to time.

### **G.1.1 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.1.2 GSA Program Manager**

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

### **G.1.3 GSA 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.

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Connections II Contracting Officer  
General Services Administration  
Federal Acquisition Service  
10304 Eaton Place  
Fairfax, Virginia 22030

#### **G.1.4 Ordering Contracting Officer (OCO)**

As described in Section G.1, only an authorized user, who is a delegated OCO by the PCO, may place and administer an Order under the Basic Contract. Upon request, the OCO for any specific Order shall 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 prior to award of an Order if the Contractor does not have a copy of the OCO delegation.

#### **G.1.5 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.1.6 Ombudsman**

Pursuant to FAR 16.505 (a)(9)(i) no protest 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) a protest on the grounds that the order increases the scope, period of performance, or maximum value of the contract; or (B) a protest of an order valued in excess of \$10 million. Note: this authority to protest expires on May 27, 2011, unless extended.

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 PCO or OCO.

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

### **G.1.7 Contractor's Points of Contact**

The contractor shall maintain an organizational structure for management and administration of the contract. A list of all points of contact with the government shall be provided in the proposal. The contractor shall provide the PCO with an updated list of all points of contact within one business day after any change to this list.

## **G.2 Contract Modifications**

Changes to the contract may be initiated at any time by the contractor or the government. The government may order changes within the scope of the contract in accordance with Section I FAR 52-243.1 CHANGES – FIXED-PRICE OR FAR 52-243.3 CHANGES – Time-and-Materials or Labor-Hours.

### **G.2.1 Basic Contract Modifications**

The contractor may add or delete equipment or labor categories at any time. However, if the contractor proposes to discontinue an equipment item that has been installed under the contract, it must be maintained for at least one more year in accordance with Section C.2.1.9 (Warranty Service) or as otherwise specified in the order(s). The warranty shall begin at the time the final system acceptance form is signed.

The contractor shall propose any contract modifications to the PCO in accordance with the instructions on the Connections II website (<http://www.gsa.gov/connectionsII/>). Separate proposals shall be submitted for each subcategory and shall include a revised Subcategory Database.

Proposals to modify the contract shall consist of two parts:

1. A cover letter that:
  - a. Includes the contract name and number, the name of the submitting organization, and the date of submission
  - b. Summarizes the proposed change
  - c. Includes a statement addressing the urgency of the request (as needed)

- d. Includes a statement identifying the benefit to the government of the proposed contract modification
  - e. Includes a statement that submitted files are virus free
  - f. Provides information to demonstrate that new/changed prices are “fair and reasonable.” (A URL to commercially available price information is recommended.)
2. Tables prepared in the Connections II Hosting Center (CNX II HC), in accordance with Section B.3, for each types of Contract Line Item Number (CLINs) affected. All table fields in the database shall be appropriately populated. Prices shall be submitted for evaluation, excluding Associated Government Fee (see Section G.5.2).

The contractor shall submit each proposal package either via e-mail with attachment files or on a compact disk (CD) mailed to the PCO. Each submitted CD shall be clearly marked with the contract number and subcategory for which the proposal has been submitted.

Proposed contract modifications will not be binding until approved by the contractor and the PCO and formalized by a Standard Form 30 (Amendment of Solicitation/Modification of Contract). The contractor shall ensure that approved product or service changes are stated correctly on the contractor’s Connections II web site.

Questions concerning proposal submission requirements or for obtaining status information regarding a particular proposal submission shall be submitted via e-mail to the PCO (see Section G.1.3).

## **G.2.2 Service Improvement Modifications**

1. After Contract award, the government may solicit, and the contractor is encouraged to propose independently, improvements to the skills, services, features, or other requirements of the Contract. These improvements may be proposed to save money, to improve performance, or for any other purpose which presents a service advantage to the government. As part of the proposed changes, the contractor shall submit a price proposal and revisions to the technical proposal to the PCO for evaluation. Those proposed service improvements that are acceptable to the government will be processed as modifications to the Contract.
2. At a minimum, the following information shall be submitted by the contractor with each proposal:
  - a. A description of the difference between the existing Contract requirement and the proposed change, and the comparative advantages and disadvantages of each. This description shall include, in the case of addition or changes to skill categories, a brief description of the new or changed skill, clear and concise explanation of pricing methodology. Supporting documentation may include data such as recognized national or regional surveys as well as studies of professional, public, and private organizations, used in establishing the proposed rate and compensation structure. The government may supplement the information provided in the proposal through

- Dunn and Bradstreet reports, DCAA audits, available industry market rates, or other available means.;
- b. Itemized requirements of the Contract which must be changed if the proposal is adopted, and the proposed revision to the Contract for each such change;
  - c. An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
  - d. An evaluation of the effects that the proposed changes would have on collateral costs to the government, such as government-furnished property costs, costs of related items, and costs of maintenance, operation, and conversion (including government-premise equipment);
  - e. A statement of the time by which the Contract modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this Contract including supporting rationale; and
  - f. Any effect on the Contract or completion time or delivery schedule shall be identified.
3. The government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any proposal not accepted by the government within the period specified in the proposal. The decision of the PCO as to the acceptance of any such proposal under this Contract is final and not subject to the "Disputes" clause of this Contract.
  4. The PCO may accept any proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice will be given by issuance of a modification to the Contract. Unless and until a modification is executed to incorporate a proposal under the Contract, the contractor shall remain obligated to perform in accordance with the requirements, terms, and conditions of the existing Contract.
  5. If a proposal submitted pursuant to this clause is accepted and applied to this Contract issued hereunder, the equitable adjustment increasing or decreasing the Contract price shall be in accordance with the procedures of the "Changes" clause. The resulting Contract modification will state that it is made pursuant to this clause.

### **G.3 Ordering**

The contractor shall respond to RFQs issued by the OCO. The contractor shall maintain an Internet-accessible, browser-based means for customers to obtain price quotes, place orders, track orders, change or discontinue them. Contractors are encouraged to use the same e-business practices that they use to support their commercial customers. The required level of support shall include maintenance and updates of Connections II equipment and labor within one business day after any contractual changes are approved by GSA.

### G.3.1 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 Ordering Contracting Officer (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) Time and Material type Task Orders require the OCO prepare a determination and findings per FAR 16.601(d).

(e) If the contractor proposes pricing on in-scope items (i.e., equipment, labor, delivery costs) not already priced in the contract (un-priced items), the OCO will use FAR 16.505(b)(3) Pricing Orders to determine price reasonableness in accordance with FAR 15.4.

(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.

(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.

(h) *Maximum order.* The Contractor is not obligated to honor: (1) Any order for a single item in excess of \$100 Million; (2) Any order for a combination of items in excess of \$100 Million; (see I.6 FAR 52.216-19)

(i) Basic steps to awarding a task for a performance based contract are as follows:

1. Develop requirements
2. Conduct Market Research
3. Develop a Statement of Work and Independent Government Estimate
4. Ensure Fair Opportunity, FAR, and contract compliance
5. Issue order
6. Assure delivery and payment

#### G.3.1.1 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.3.1.2 Order Contents**

Each written task order will contain, at a minimum, the following elements:

1. Date of Order
2. Contract Name and Number
3. Ordering Agency/Division/ Branch
4. Job/Task Description
5. Item Numbers, quantities, unit prices, deliverables
6. Period of Performance
7. Place of Performance
8. OCO and other responsible officials with phone numbers

### **G.3.1.3 Order Types**

Task orders may be Fixed Price or Time and Materials. Cost Reimbursement task orders are NOT allowed under this contract.

### **G.3.1.4 Orders involving Installation Support**

As stated in C.1.3 construction, alteration, and repair support services are only in scope as necessary to offer an integrated telecommunications solution provided that it is integral to and necessary for the effort stated in the task order. If an order requires installation support the following needs to be applied at the order level.

- (a) Installation Support task orders may be subject to the Service Contract Act (SCA) and the Davis-Bacon Act (DBA) if-
  - (1) The task order is principally for services but also requires a substantial and segregable amount of construction, alteration, renovation, painting, or repair work; and
  - (2) The aggregate dollar value of such construction work exceeds or is expected to exceed \$2,000 for DBA and \$2,500 if SCA.
- (b) SCA coverage under the contract. Task Order installation support requirements, may be subject to the SCA. Incorporate SCA clauses and minimum wage and fringe benefit requirements to all task orders for such maintenance and support work.

The Connections II contract does not include wage determinations or all applicable clauses for labor categories subject to the Service Contract Act. Each task order must be tailored to include the appropriate clauses and wage determinations.

- (c) DBA coverage under the contract. Contract construction, alteration, renovation, painting, and repair requirements (i.e., dry wall installation, building structural repair, paving repairs, etc.) are subject to the DBA. Incorporate DBA clauses and minimum wage requirements to all contract service calls or orders for construction, alteration, renovation, painting, or repairs to buildings or other works.

The Connections II contract does not include wage determinations or all applicable clauses for labor categories subject to the Davis Bacon Act. Each task order must be tailored to include the appropriate clauses and wage determinations.

- (d) Repairs versus maintenance. Some contract work may be characterized as either DBA painting/ repairs or SCA maintenance. For example, spot painting, or minor patching of a wall could be covered by either the DBA or the SCA. In those instances where task order requires construction trade skills (i.e., electrician, carpenter, plumber, painter, etc.), but it is unclear whether the work required is SCA maintenance or DBA painting/ repairs, apply the following rules—

- (1) Individual task orders which will require a total of 32 or more work-hours to perform shall be considered to be repair work subject to the DBA.
- (2) Task orders which will require less than 32 work-hours to perform shall be considered to be maintenance subject to the SCA.
- (3) Painting work of 200 square feet or more to be performed under an individual service call or order shall be considered to be subject to the DBA regardless of the total work-hours required.

- (e) The determination of labor standards application shall be made at the time the task order solicitation is prepared in those cases where requirements can be identified. Otherwise, the determination shall be made at the time the task order is placed against the contract. The awarded task order shall identify the labor standards law and contract wage determination which will apply to the work required.

- (f) Contracting officers may not avoid application of the DBA by splitting individual tasks between orders or contracts.

### **G.3.1.5 Government Use of Credit Cards**

The contractor shall permit all authorized users (see Section G.1) to purchase Connections II products and services using government credit cards in accordance with ordering agency policy

### **G.3.1.6 Task Order Requests**

Task Order Requests (TOR) will be issued by the OCO and will define the place of performance. Also included will be the Statement of Work (SOW) that describes the technical requirements for deliverable products, performance standards, and acceptance criteria. This

request also will include customer benchmarks (as applicable), and performance requirements in detail, sufficient to permit accurate estimation of cost, work hours, computer time, other resources, a schedule, completion date, and the total price. The contractor may be required to commit to a Service Level Agreement. (See G.3.1.1 Fair Opportunity)

### **G.3.1.7 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. Orders may be placed for over 5 years in length only if the OCO has fulfilled all of their agency policy and FAR requirements prior to issuing the order (e.g., this may require a D&F, etc). No existing 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 and any applicable funding restrictions. For orders extending beyond the Basic Contract expiration date in accordance with FAR 52.216-22, there shall be no increases to the year 10 prices for labor and equipment specified in Section B.

## **G.4 Administrative Reports and Meetings**

### **G.4.1 Order Status Reports**

The contractor shall submit monthly order status reports via the online GWAC Management Module (GMM), for Self Service and Assisted Service orders. The report will contain order, financial, and delivery information pertaining to the order. The first monthly order status report is due within 30 days after the first order is received. Thereafter, the contractor shall update the order status monthly, with updated deliverable information, until the period of performance of the order has expired. Section J.2.1 provides detail description of the required information that will be captured in the report.

### **G.4.2 Associated Government Fee (AGF) Summary Report**

The contractor shall submit the “Associated Government Fee Summary Report” monthly, containing itemized Electronic Fund Transfer (EFT) payments made for each order. In addition, the contractor shall notify the designated GSA Connections II Program Office point of contact, via email, that the EFT has been transmitted within 24 hours of the completion of the transfer. Section J.2.2 defines the format of the “Associated Government Fee Summary Report”.

## **G.5 Billing**

Detail billing requirements are defined in Section C.3.4.

### **G.5.1 General Billing Requirements**

A proper bill for each order shall be submitted not later than the fifteenth day of the month following acceptance by the OCO of a product or service delivered under the contract. The

government requires evidence that each charge has been properly authorized and priced correctly, or it may dispute the charge.

### **G.5.1.1 Billing Format**

A separate bill for each order shall be submitted and shall contain, at a minimum, the following information:

1. Contractor name and address
2. Contractor representative
3. Contract number
4. Order number(s)
5. Accounting Control Transaction (ACT) number (assigned by the OCO on the order)
6. Period of performance (month services performed for work request orders, month deliverable completed for fixed price orders)
7. Bill number
8. Customer's name and address
9. For Fixed Price Orders, products delivered and accepted, listed by deliverable number; for Time and Materials orders, labor charges accepted during the period of performance
10. Travel and per diem charges
11. Total billed amount
12. Prompt payment discount offered (if applicable)

Payment to the contractor will not be made for temporary work stoppages due to circumstances beyond the control of the customer agency such as acts of God, inclement weather, power outages, and results thereof, or temporary closings of facilities at which contractor personnel are performing. Such occurrences may, however, be justification for excusable delays.

The management services of the contractor, including the services of the Program Manager, shall be indirect charges unless the customer requires specified management support (e.g., a site manager) in the task order, in which case the salary of said manager may be billed as a direct charge. Otherwise, the compensation of Connection II managers for performing management services shall be indirect charges. The Program Manager's compensation shall be included in the contractor overhead portion of the fully burdened hourly rate for each item.

Overtime payments are unallowable except when authorized by the order. The government will not authorize overtime to compensate for shortcomings in contractor performance.

The government reserves the right to request that some of the work required by contractor personnel be performed during other than the Normal Business Day (7 AM to 7 PM, Monday

through Friday). When the government requests performance other than day-shift hours, the contractor personnel may be compensated for shift differential. Shift differential shall be determined by the OCO on a case by case basis using documented local statute and/or local labor union agreements and will only be allowed when included in the order.

### **G.5.1.2 Travel and Per Diem**

The contractor will be reimbursed by the government for travel and per diem expenses incurred by contractor personnel for travel specifically authorized in an order and approved by the government. Conditions and limitations applying to travel associated with work under this contract follow:

1. Travel costs approved under an order shall be included as unique costs but shall not be paid unless actual travel occurs and the government approves the costs.
2. If an order requires assignment of contractor personnel away from the employee's regular duty station for less than six (6) months, such assignments are considered temporary assignments.
3. If a task or series of tasks requires continuous assignment of contractor personnel at a location away from the employees' regular duty station for a continuous period of six (6) months or longer, such assignments are considered permanent assignments. The contractor may, at their discretion, accept assignments of less than six (6) months under permanent assignment terms. No relocation, travel, per diem expenses, or travel time will be allowed by the government for placing contractor personnel at permanent assignments.
4. Post differential, travel, and per diem expenses for contractor employees assigned to duty outside the United States shall be at the rates prescribed for government employees. The contractor is responsible for obtaining passports, visas, and other necessary documents and clearances at their own expense.
5. Normally the government will not reimburse any costs associated with the relocation of contractor personnel. For special circumstances, reimbursement may be authorized by the order. Payment to the contractor is contingent on the contractor providing the services as agreed (for instance, for a twelve-month period or through task completion).
6. Except as otherwise provided herein, payment will be made for actual common carrier fares plus cost of travel between the contractor employee's home or regular duty station and the carrier terminal and temporary duty points for travel by the most reasonable and economical means. If a contractor employee resides within 50 miles of a temporary duty station, he/she shall not be entitled to travel or per diem expenses for duty at that location.
7. Reimbursement for travel and per diem shall not exceed the rates and expenses allowed by government travel regulations for a government employee traveling under identical circumstances, and shall not exceed maximum limits authorized in the order.

8. Payment may be made for the use of a privately owned vehicle (POV) for official business in connection with approved temporary assignments, including travel between the regular duty station and temporary duty station, unless the temporary duty station is within 50 miles of their residence or regular duty station. Rates for, and use of, POV shall be per the direction of the Federal Travel Regulations (FTR).
9. Labor hour payments will be made for actual authorized travel time in support of approved orders using the same criteria as for government personnel traveling under the same circumstances. In general, the regulations provide that exempt employees traveling outside of normal work hours are not reimbursed for labor hours used in the performance of travel, and non-exempt employees are fully reimbursed for their labor hours used for travel. The contractor is responsible for ensuring that travel time outside of normal work hours is kept to a minimum.
10. Upon request, the contractor shall furnish schedules and mode of transportation to the government.
11. Travel and per diem payments are intended as reimbursement to contractor employees. Such payments are not intended as profit for the contractor nor are they intended to be subject to deduction or set-aside by the contractor.

### **G.5.1.3 Additional Centralized Billing Requirements**

The contractor shall deliver centralized bills and billing support data to GSA via a mutually acceptable electronic medium. Centralized billing data shall be submitted monthly by the agreed calendar day

The three types of electronic media list below are acceptable to GSA, although other alternatives may be acceptable also:

1. File Transfer Protocol (FTP) file transmission (the preferred method)
2. CD-ROMs
3. E-mail attachments

### **G.5.2 Associated Government Fee**

The contractor shall collect the Associated Government Fee from Connections II customers on a monthly basis throughout the life of the contract. The fee represents any direct or indirect costs incurred by the government associated with the Connections II contract such as, but not limited to, contract administration fee.

The Associated Government Fee for Contract Access is set at 1.5% (0.015). The Associated Government Fee for Contract Access will be applied to all products, services, or any other billed charges. On all Task Orders, regardless of Order type, Contractors are required to include the Associated Government Fee for Contract Access in the Contract Line Item Number (CLIN) as part of the price to the customer for all Loaded Hourly Labor Rates, Equipment prices and for any un-priced items proposed in a task order proposal. Materials provided under a Time and

Materials task order, as defined in FAR 52.232-7, shall reflect the contractor's actual expense for the item and will include the Associated Government Fee for Contract Access.

This fee collection requirement is subject to the following:

1. The fee shall be included in the billed price of products, services, or any other billed charge, unless identified and directed by the GSA PCO to be a separate line item.
2. The government reserves the right to adjust the Associated Government Fee at any time during the life of the contract. The contractor shall effect the addition, adjustment or deletion of a fee only upon written notice of the GSA PCO or designee. The contractor shall implement the revised fee to be effective for invoicing in the next complete billing cycle. The contractor shall add, adjust or delete the fee at no additional cost to the government.
3. The contractor shall forward the fee to the government by electronic funds transfer. The contractor shall notify the GSA PCO or designee by e-mail within 24 hours of completion of the transfer. The email shall indicate the fee amount, the task IDs that this fee reflects, the date of the monthly *Financial Status Report* that is being used to collect the fee. Collection and supporting documentation shall be subject to audit as defined in FAR 52.215-2 (Audit and Records).
4. The contractor shall forward payment via electronic funds transfer within 45 calendar days of the close of each calendar month, except for August billing when payment will be due by September 20<sup>th</sup>.
5. If the full amount of the fee, based on the amount collected from billed customers, is not paid within the period specified by item 4 above, the nonpayment shall constitute a contract debt to the United States government under the terms of Part 32.6 of the FAR. Interest shall be due and payable by the contractor on the entire amount owed at the prevailing U.S. Treasury rate. This interest calculation shall begin on the last calendar day of the month it is owed and shall continue until the entire amount owed is collected. The government may exercise all rights available to it under the Debt Collection Act of 1982.
6. Failure to submit the monthly *Associated Government Fee Summary Report* (see Section G.4.2), falsification of this report, or failure to pay the fee in a timely manner may result in termination of this contract for default under FAR 52.249-8, Default (Fixed-Price Supply and Service).

### **G.5.3 Bills for Final Payment**

Bills for final payment must be so identified and submitted when tasks have been completed and no further charges are to be incurred. A copy of the written acceptance of task completion must be attached to final bills. These close-out bills, or a written notification that final invoicing has been completed, must be submitted to the ordering agency within 90 calendar days of

order completion. All charges not submitted within 90 calendar days shall be borne by the contractor unless a request for extension is formally approved by the OCO.

#### **G.5.4 Bill-Submission Schedule**

The contractor shall submit a bill for the equipment or services delivered in accordance with the specifications of Section C.3.4 and this section.

#### **G.5.5 Retention of Bills**

The original paid bills related to a specific order or shall be maintained by the contractor for the life of the contract and made available to government auditors upon request. Copies of contractor paid bills, receipts, and travel vouchers completed in accordance with Federal Travel Regulations shall be maintained by the contractor and made available to the government upon request.

#### **G.6 Payment of Bills**

Payment of invoices will be made in arrears based upon acceptance by the government of the entire task or the tangible products delivered. The government will pay only for hours authorized, worked, and accepted.

If the supplies or services are rejected for failure to conform to the technical requirements of the contract, or any other contractually legitimate reason, the contractor will not be paid or will not be paid in full.

##### **G.6.1 Payment for Supplies/Services**

Approval for payment of contractor bills will only be made upon customer acceptance of billed equipment or services. For orders that have no tangible products, payment of the bill will be based upon OCO certification that satisfactory services were provided and contractor certification that the charges are accurate. The customer will only make payments for work authorized in the order.

##### **G.6.2 Billing Disputes**

The contractor shall resolve billing disputes directly with the dispute initiator unless the dispute involves the terms and conditions of the Connections II contract, in which case the dispute shall be resolved with the GSA PCO. The contractor shall propose a mechanism for uniquely identifying each billing dispute to permit the dispute initiator to track the status. The contractor shall attempt to resolve billing disputes to the satisfaction of the dispute initiator within 60 calendar days following official notification from the government. The contractor shall take a proactive lead in resolving disputes promptly with the initiator of the dispute by establishing and maintaining meaningful dialogue directed toward a prompt, fair, and equitable resolution. In cases where a resolution is not forthcoming, the contractor shall submit partial resolutions (less than the total amount in dispute) to the dispute initiator for acceptance or denial. The OCO or the dispute initiator will respond within five business days with a proposed resolution. If either party wants to escalate the dispute to the PCO at any time, they may do so. Disputes that

are not resolved within 60 calendar days or the approved extension time shall be escalated to the PCO. Any disputes escalated to the PCO will be resolved in accordance with Federal Acquisition Regulation (FAR) 52.233-1 (*Disputes*).

Once a dispute is resolved, the contractor shall process the associated credit or debit within two billing cycles, making sure that the debit or credit and the associated billing dispute identifier are clearly documented in the bill and assigned to the proper Billing Account Code.

### **G.6.3 Use of Electronic Funds Transfer**

The contractor shall cooperate with the government to allow payment of bills via Electronic Funds Transfer (EFT) to the extent feasible. The specific payment method used shall be negotiated on a customer-by-customer basis after contract award.

If agreed to by the customer and the contractor, the agency shall pay approved Connections II charges via EFT. Otherwise, the parties shall agree on an alternative payment mechanism.

This clause shall apply to bills submitted during this contract, any extension thereof, and any contract Continuity of Services period if the parties agree to use EFT. However, either of the parties may, without explanation and by giving the other party 60 calendar days written advance notice, terminate the applicability of this clause and negotiate an acceptable alternative.

When an EFT payment plan is in effect, the following clauses (or portions of clauses) are applicable:

- FAR Clause No. 52.232-25 Prompt Payment (OCT 2008)
- FAR Clause No. 52.232-17 Interest (OCT 2008)

Unless otherwise stipulated in the order, the EFT procedure shall incorporate the following requirements:

1. In accordance with the requirements of Section G.5, the contractor shall submit a monthly bill, in the form and format prescribed, to each customer agency or sub-agency that uses EFT payment option not later than the 15<sup>th</sup> working day of each month after the close of each billing period.
2. A discount for exceeding prompt payment by the government shall be applied to the total current amount being billed on each bill under this EFT process. The discount shall be equal to the Treasury Department Value of Funds Rate in effect on the date the bill is submitted plus any applicable penalties.
3. Upon submission of the individual monthly bill, the contractor will be authorized by the agency or sub-agency to directly access the financial institution designated to withdraw the total billed amount with discount applied, not to exceed a maximum monthly amount (prescribed and periodically updated at six month intervals by the OCO). Payment shall be considered to have been made one working day after the date on which the bills were submitted.

## **G.7 Program Development**

The contractor shall be responsible for a *Marketing Plan* and marketing materials that it deems necessary to continually expand customer agency awareness of this contract. The contractor shall describe in the *Marketing Plan* the products and services that will be sold, the target customers, the competition, the contractor's market-share objectives, and the plan for achieving this objective. The contractor is responsible for ongoing sales and marketing during the life of this contract. This Program Development shall commence not later than 30 calendar days following contract award.

### **G.7.1 Marketing Efforts**

The contractor is responsible for ongoing marketing efforts during the life of this contract as specified below. This will commence not later than 30 calendar days after contract award, subject to the following:

- All marketing brochures shall conform to the requirements of the GSAR 552.203-71 and be approved by the PCO prior to issuance.
- Contractors shall not charge marketing costs as a direct cost item.
- Approval for marketing by the contractor does not obligate GSA to undertake, under this contract, any potential work identified.

#### **G.7.1.1 Marketing Calls**

The contractor shall prepare and give formal presentations to prospective GSA customers on the contract when requested by the government. These presentations will be consistent with materials previously reviewed and approved for use by GSA. The contractor shall also conduct marketing calls, and provide informal program briefings.

#### **G.7.1.2 Marketing Materials**

The contractor shall provide marketing materials that will enhance program and service visibility. The types of marketing materials provided shall be at the discretion of the contractor and may include brochures, pamphlets, visual aids, newsletters, technology updates, white papers, news releases, training tools and seminars, work tools and materials such as quick reference estimating/measuring tools, folders, pens, mouse pads, rolodex cards, and literature. The contractor shall provide sample marketing materials prior to distribution. GSA will have five working days to review and approve materials.

#### **G.7.1.3 Trade Shows and Exhibitions**

The contractor shall participate in at least two trade shows/exhibitions per contract year. GSA shall be notified at least two weeks prior to a show/exhibition in which the contractor plans to participate.

## **G.7.2 Marketing Meetings/Conferences**

Meetings/conferences may be necessary to market services, resolve problems, or to facilitate understanding of the requirements of the contract. The participants at these meetings/conferences shall include members of the contractor's staff, the customer, and other representatives of the government. The GSA PCO and the contractor shall schedule these meetings/conferences. All contractor costs associated with the attendance at these meetings shall be incidental to the contract and shall not be separately billed.

## **G.8. American Recovery and Reinvestment Act of 2009**

Agency Contracting officers shall ensure that the American Recovery and Reinvestment Act of 2009 is included at the task order level for any orders that will be funded with Recovery Act funds. G.8.1 provides reporting requirements for Contracting Officers and Contractors.

### **G.8.1 Publicizing Contract Actions in Accordance with the American Recovery and Reinvestment Act of 2009:**

Agency Contracting officers are required to:

- Enter data in the FPDS on any action funded in whole or in part by the Recovery Act in accordance with FPDS instructions. source §4.603(b)
- Utilize the FedBizOpps.gov website to (a) identify the action as funded by the Recovery Act source §5.704(b)t; (b) publish pre-award notices for orders exceeding \$25,000 for "informational purposes only;" source 5.704(b) (c) describe supplies and services (including construction) in a narrative that is clear and unambiguous to the general public source §5.705(a); and (d) provide a rationale for awarding any action, including modifications and orders, that is not both fixed-price and competitive, and include the rationale for using other than a fixed-price and/or competitive approach source §5.705(b).

#### Contractor Reporting Requirements:

On any action funded whole or in part by the Recovery Act, contractors shall comply with the reporting requirements as described in FAR 52.204-11 and deliverables as required in section F.

## **G.9 Contract Closeout**

Contract closeout shall be accomplished within the guidelines set forth in:

- FAR Part 4 Administrative Matters
- FAR Part 42 Contract Administration and Audit Services
- GSA Order OGP 2800.1 Appendix 507A or successor(s)
- GSAM Subpart 504.8

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## **H.1 Type and Term of Contract**

This contract is an Indefinite-Delivery, Indefinite-Quantity (IDIQ) type of contract with fixed unit prices and labor hour prices. The effective period of this contract is for a base term of three (3) years and three (3) months from date of award and, at the option of the government, six successive one-year option years. Task orders under this contract can be Fixed Price or Time and Material.

## **H.2 Minimum Dollar Guarantee**

The total minimum dollar, guaranteed by the Government, is \$2,500 for each awardee, subject only to adjustment in accordance with the dollar limits that would apply in the event that the government exercises its rights under the Termination Clauses of this contract.

## **H.3 Overall Contract Maximum Amount**

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 \$5 Billion, including all the Options.

## **H.4 Authorized Users**

This contract is for the use of all Federal agencies; authorized Federal contractors; agency-sponsored universities and laboratories; and as authorized by law or regulation, state, local, and tribal governments, and other organizations. All organizations listed in General Services Administration (GSA) Order ADM 4800.2D (as updated) are eligible.

## **H.5 Minimum Subcontracting Goals**

Because of the size, scope, and magnitude of this acquisition, the government anticipates substantial subcontracting opportunities for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. The contractor shall provide a Subcontracting Plan pursuant to FAR 52.219-9, Small Business Subcontracting Plan; in accordance with Section I Clause Number I.2 and Section L.22.4 [Small Business Subcontracting Plan]; and consistent with the outline set out in Section J.3 [Small Business Subcontracting Plan Outline].

Target goals for subcontracting for the program as shown below in Table H-1:

**Table H-1. Small Business Subcontracting Goals**

| Category                       | Target (%) |
|--------------------------------|------------|
| <b>Total Small Business</b>    | <b>30</b>  |
| Small Disadvantaged Business   | 5          |
| Woman-owned                    | 5          |
| HUBZone                        | 3          |
| Service-disabled Veteran-owned | 3          |
| Veteran-owned                  | 3          |

**NOTE:** The goals are expressed as a percentage of planned subcontracting dollars. The Subcontracting Plan shall contain a separate part for the basic contract period and separate parts for each option period. The Subcontracting Plan shall be an individual plan for this contract, not corporate wide. **Guidance for subcontracting reporting requirement is at <http://www.esrs.gov/>.**

| <b>Small Business Program Legend</b>  |
|---|
| <b>Total Small Business:</b> Total Awards to Small Businesses (includes awards to WOB, SDB, HUBZone, Service Disabled Veteran-owned, and Veteran-owned) |
| <b>Small Disadvantaged Business:</b> Total Awards to Small Disadvantaged Businesses.  |
| <b>Woman-owned:</b> Total Awards to Small Woman-owned Businesses  |
| <b>HUBZone:</b> Total Awards to Certified Firms Located in Historically Underutilized Business Zones (HUBZone)  |
| <b>Service Disabled Veteran-Owned (SDV):</b> Total Awards to Small Businesses owned and controlled by Service Disabled Veterans                         |
| <b>Veteran-Owned:</b> Total Awards to Small Businesses owned and controlled by Veterans   |

The government intends to monitor the contractor’s adherence to the Subcontracting Plan and continually work to ensure the maximum practicable participation of small business concerns. In addition to the requirement to submit the Individual Subcontract Report and the Summary Subcontract Report as required in FAR 52.219-9, the contractor shall on a semi-annual basis:

1. Provide to the Procurement Contracting Officer (PCO) a concise written summary of activity in the contractor’s subcontracting outreach program (as described in the contractor’s Subcontracting Plan).
2. Provide to the PCO Subcontracting Plan backup data consisting of a spreadsheet showing, in chronological order of subcontract award, the dollar-value of each subcontract, type of subcontract and the name and size of the business concern to which the subcontract was awarded.
3. Attend meetings with representatives of the Contracting Office, the PMO, and the Small Business Administration to discuss the contractor’s activity in the contractor’s subcontracting program.

The contractor shall use the Electronic Sub-Contracting Reporting System (eSRS) [[www.eSRS.gov](http://www.eSRS.gov)]. The contractor shall utilize the system, at no additional cost to the government.

## **H.6 Restricted Activities and Standards of Conduct**

The contractor and its employees shall conduct business covered by this contract only during periods paid for by the government and shall not conduct any other business on government premises. The contractor shall not use government materials except for the express purpose of providing government support.

The contractor shall not provide assistance to customer personnel in developing customer requirements except as directed in performance of task duties. If requested by the customer to provide such non-task related assistance, the contractor shall immediately contact the PCO to preclude the possibility of conflicts of interest. If the contractor is required to prepare or assist in the preparation of a SOW to be used in a competitive procurement, GSA or any customer will not consider the contractor, its successor-in-interest, assignee, nor affiliates a prime source of supply for, nor allow it to be a subcontractor or consultant to the competitive procurement.

## **H.7 Personnel Conduct**

Personnel assigned by the contractor to work on this contract must be acceptable to the government in terms of personal and professional conduct. Contractor management shall provide sufficient oversight and supervision to ensure employees (direct or subcontracted), are fulfilling their technical responsibilities and doing so in the best interest of the government. It is understood that any personnel assigned by the contractor or subcontractor to the performance of the work hereunder, if in conflict with the best interests of the government, shall be immediately removed from the assigned position. The CO may elect to direct the retention of an individual on a task until a replacement has been approved, or reported, or until a transition has occurred.

Employment and staffing difficulties shall not be justification for failure to meet established schedules, and if such difficulties impair performance, the contractor may be subject to default.

## **H.8 Organizational Conflicts of Interest**

The guidelines and procedures of FAR Subpart 9.5 will be used in identifying and resolving any issues of organizational conflicts of interest at the task order level.

In the event that a task order requires activity that would create or has created an actual or potential conflict of interest, the contractor shall:

1. Notify the PCO of the actual or potential conflict, and not commence or continue work on any task order that involves a potential or actual conflict of interest until specifically notified by the PCO to proceed.

2. Identify the conflict and recommend to the PCO an alternate tasking approach which would avoid the conflict.

If the PCO determines that it is in the best interest of the government to issue or continue the task order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503. In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose, when known, such facts or such conflict of interest to the PCO, the government may terminate this contract for default.

In the event that a task order issued under this contract requires the contractor to gain access to proprietary information of other companies, the contractor shall be required to execute agreements with those companies to protect the information from unauthorized use and to refrain from using it for any purpose other than for which it was furnished.

## **H.9 Disclosure of Information**

The Contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. The Contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with government regulations to prevent disclosure of such information to any party outside the government or government designated support contractors possessing appropriate proprietary agreements, as listed in the paragraphs below.

1. Any GSA or government information made available shall be used only for the purpose of performing contract requirements and shall not be disclosed in any manner to any person except as may be necessary in the performance of the contract.
2. In performance of this contract, the contractor agrees to assume responsibility for protecting the confidentiality of government records and for ensuring that all work is performed under the supervision of the contractor or the contractor's responsible employees.
3. Each officer or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that information disclosed to such officer or employee can be used only for the purpose and to the extent authorized herein. Use of such information for a purpose or to an extent unauthorized herein may subject the offender to criminal sanctions imposed by 18 United States Code (U.S.C.) Section 641. The law provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime

punishable by a fine of up to \$10,000, or imprisonment of up to 10 years, or both.

4. The Contractor further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. One copy of each signed agreement shall be forwarded to the ACO. These shall be signed prior to work commencing.

**General Services Administration  
Connections II Contract  
NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES**

I, \_\_\_\_\_ (print or type name), as an employee of \_\_\_\_\_ (insert name of company), a Contractor acting under contract to the General Services Administration, Federal Acquisition Service, in administering an unclassified and/or classified system support for \_\_\_\_\_ (client agency name), pursuant to contract number \_\_\_\_\_ (insert contract number), agree not to disclose to any individual business entity or anyone within \_\_\_\_\_ (insert name of employee company) or outside of the company who has not signed a nondisclosure agreement for the purposes of performing this contract: any sensitive, proprietary or source selection information contained in or accessible through this project. Proprietary information/data will be handled in accordance with Government regulations.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. The Contractor's responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104-5(b). Pursuant to FAR 3.104-5, I agree not to appropriate such information for my own use or to release or discuss such information for my own use or to release it to or discuss it with third parties unless specifically authorized in writing to do so, as provided above.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the information therefrom. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the PCO to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

THIS STATEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT STATEMENT MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 641.

|                                    |                          |
|------------------------------------|--------------------------|
| (Signature of Contractor Employee) | Date                     |
| (Contractor)                       | (Employee Telephone No.) |

## **H.10 Internal Revenue Service (IRS): Disclosure of Information - Safeguards and Sanctions**

The contractor agrees to comply, and to assume responsibility for its employees' compliance, with the IRS's statutory requirements for disclosure of information as specified by the following:

1. All work shall be performed under the contractor's, or the contractor's responsible employees' supervision.

2. Any Federal Tax Return or Return information (as defined in Internal Revenue Code [IRC] 6103[b][1] and [2]) made available to the contractor shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the IRS. Requests to make such disclosures should be addressed to the GSA PCO.
3. Each officer, employee, or any other person to whom returns or return information is or may be disclosed shall be notified in writing that returns or return information disclosed to such officer or employee can be used only for the purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000.00 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer or employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000.00 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 Code of Federal Regulations (CFR) 301.6103(n).
4. Additionally, the contractor is required to inform its officers and employees of the penalties for improper disclosure that are imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to customer records that contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or disclosure of the specific material is so prohibited, willfully discloses this information to someone who is not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.

### **H.11 Contractor Performance Information**

In conformance with the government's need to record and maintain information on contractor performance during the life of this contract, the government will evaluate, semiannually, the manner in which the contractor performed in accordance with contract requirements such as: quality of service; cost efficiencies; timeliness; business relations; history of reasonable and cooperative behavior; commitment to customer satisfaction; and key personnel. Information obtained as a result of the evaluation(s)

may be shared with government agencies for their use in support of future award decisions (reference FAR 42.1500).

## **H.12 Transition**

The contractor shall not recruit on government premises or otherwise act to disrupt government business.

Upon contract award and following a contract start-up meeting, GSA will provide the contract awardees with a list of designated GSA points of contact.

The contractor shall have management and administrative support in place to receive task requests not later than 10 days following contract award. Addresses, telephone numbers, and functional responsibilities shall be provided to the PCO at this time.

## **H.13 On-Call Service**

Contractors shall not be reimbursed while on on-call status away from the work site. The work site is defined as either the contractor's premises or the government site where work is being performed.

Contract employees on on-call status shall have a qualified backup in the event they are unable to respond to a call.

Requests for on-call services may be made orally by the government to the contractor's management by the OCO, but shall be documented in written form within five working days.

When required to report to the work site outside of the employee's normal work hours, the contractor shall be paid, as a minimum, for two hours of service at the fixed hourly rates established in the contract. The two hours minimum includes travel time. Travel expenses will be paid by the government in accordance with the local travel terms and conditions of this contract.

## **H.14 Electronic Access to the Contract**

The contractor shall maintain a current properly redacted copy of the Connections II contract version, including modifications, in accordance with the FOIA on a publicly available Internet web site maintained by the contractor. The contractor shall be responsible to ensure that current year GSA pricing is posted and publicly available. Current year prices are releasable under the Freedom of Information Act (FOIA).

Offerors are put on notice that GSA may disclose contract pricing information for all contract years, including option years, to:

1. Personnel of Federal agencies who are purchasing or contemplating purchasing under the contract to satisfy their fair consideration obligations.

2. Employees of support contractors that are involved in the administration of the contract, but only after such employees have executed appropriate nondisclosure agreements against further disclosure of such information.
3. Other customers and consultants to the government with a need to access the information, but only after such persons have executed appropriate nondisclosure agreements against further disclosure of such information.

Within 30 calendar days of award, the contractor shall provide a redacted version of the contract to the PCO. Within 5 business days following the PCO's approval of the redactions, the contractor shall post the redacted contract to a public Internet web site. The contractor shall incorporate in the base contract in text, all subsequent changes resulting from contract modifications and submit the updated contract to the PCO as a deliverable for approval within 20 business days after the end of each Quarter, with the first Quarter beginning on October 1<sup>st</sup>. Upon PCO approval, the contractor shall post the updated contract. As necessary, the contractor shall correct and repost redactions at no additional cost to the government.

The contractor shall prepare the proposed redacted version of the contract and subsequent updates in accordance with Freedom of Information Act guidance. The PCO is the final approval authority for all redactions.

The contractor shall also establish a baseline and maintain current non-redacted pricing B-Tables. Within 30 calendar days after award, the contractor shall provide electronically a baseline non-redacted version of all pricing B-Tables. After award, all changes resulting from contract modifications shall be incorporated in the baseline and updates made available to the PCO by the 5<sup>th</sup> business day of each month.

### **H.15 Price Reductions**

1. The contractor may waive any non-recurring charge, including an installation or Service Initiation Charge or a Cancellation Charge (CC), at any time, to any customer.
2. The contractor may reduce contract prices at any time. Price reductions shall be subject to the following conditions:
  - a. The contractor shall propose all price reductions to the GSA PCO.
  - b. The proposed price reduction shall become effective on the first day of the next invoicing period after the execution of a bilateral contract modification.
  - c. Price reduction proposals shall include all contract pricing tables, and the effective date(s) of the price reduction. The contractor shall provide all revised pricing tables in an electronic format (or formats) that complies with contractual specifications.
3. The contractor may discount any contract line item (CLIN) on a task order-specific basis at any time.

## **H.16 News Releases**

News releases pertaining to this contract shall not be made without prior approval of the GSA PCO. A minimum of two working days notice is required for approval.

## **H.17 Facilities, Supplies and Services**

### **H.17.1 Off-Site Task Order Related Services (Non Government Facilities)**

The government anticipates that some orders for contract equipment and services associated with this contract will not be supported on government facilities. An order may direct that required work be performed at a facility to be furnished by the contractor. The order may also indicate restrictions on the location of the contractor's facility such as within 60 minutes of the customer's facility, or within 30 miles of the customer's facility. In addition, the contractor may be requested to provide the following office and task specific items:

1. Office, workspace, telephone and Internet access
2. State of the art equipment with reasonable refreshment, including computer hardware, software, networks, electronic interfaces to company and GSA; and on orders, to customer systems
3. Materials, supplies and services
4. Security systems, devices and equipment, including safeguarding of classified materials to the secret level.

### **H.17.2 Contractor Supplied**

The contractor shall furnish the following at no direct cost to the government:

1. Contract-related services are administrative and management functions necessary to support the contract, and the hardware, software, and communications systems necessary to interface effectively and efficiently with the GSA. These include, but are not limited to: financial management, recruiting, interviewing, training, payroll preparation, travel arrangements, task proposal preparation, obtaining security clearances, contracting, and clerical support.
2. When not specifically furnished by the government under the terms of a task order, office and working space for contract-related services.
3. When not specifically furnished by the government under the terms of a task order, office equipment and expenses necessary to perform contract-related services including: IT and network operations, printing, photocopying, communications, postage, express mail, paper and copying supplies, local and long distance telephone service, and other services, equipment and supplies required in support of this contract.

## H.18 Permits

The contractor shall, without additional expense to the government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, state, and municipal laws, codes, and regulations, and any applicable foreign work permits, authorizations, etc., and/or visas in connection with the performance of the contract.

## H.19 Special Requirements For Work In Areas Containing Asbestos

1. This contract incorporates those requirements of the Occupational Safety and Health Administration (OSHA) asbestos regulations contained in Title 29, Part 1910 of the CFR. All installation and/or site preparation work undertaken in areas containing asbestos shall be conducted in accordance with these requirements. If during the course of performance under this contract, the contractor suspects contact with hazardous or toxic materials/substances, such as asbestos, polychlorinated biphenyls (PCBs), explosives, or radioactive materials, as specified in Subpart H and Z of 29 CFR 1910 and Federal Standard 313, the contractor shall immediately inform the GSA ACO of these harmful materials/substances, their exact whereabouts, and the identity of those individuals who have been exposed to these harmful materials/substances.
2. The contractor shall stop work immediately upon discovery of asbestos and shall incur no penalties for delay, provided all other requirements of Section C are met. The government does not intend to require the contractor to remove asbestos.
3. The contractor shall not disturb suspected harmful materials/substances but shall take responsible measures to prevent exposure to individuals, pending receipt of direction from the GSA ACO. The GSA ACO will coordinate any necessary action with the GSA COTR and the building owner.

The contractor shall maintain full responsibility and liability for compliance with all applicable regulations pertaining to the protection of workers, visitors to the site and persons occupying affected and adjacent areas. The contractor shall hold the government harmless against injury resulting from failure on the contractor's part or on the part of the contractor's employees or subcontractors to comply with any applicable safety or health regulation.

## H.20 Historic Buildings

The contractor shall be in compliance with 36 Code of Federal Regulations (CFR) Part 800 and all aspects of the *Handbook Procedure for Historic Properties*, March 2, 1981, PBS P 1022. For any historic buildings requiring labor services, the contractor shall provide a plan for the proposed types of work that will occur. This Site Preparation Plan (Historic Building) will be reviewed by the Historical Preservation Officer, Public Buildings Service (PBS) and the applicable State Historic Preservation Office to determine if the proposed types of work are in compliance with the Secretary of

Interior's Standards. If the proposals are found to be acceptable, the appropriate approval documents will be issued by the PBS authorizing the contractor to proceed with the installation.

Under no circumstances shall the contractor proceed with work in a historic building until the appropriate approval to proceed has been issued. This requirement applies to all buildings that are on the National Historic Register listing.

As soon as any work is contemplated, the contractor shall contact the involved building managers, who in turn will contact and work closely with the Historical Preservation Officer(s). Further contacts with the appropriate State Historical Preservation Officers, the National Advisory Council on Historical Preservation and other concerned authorities will be coordinated through the designated Historical Preservation Officers. Extraordinary costs associated with working in historic buildings may be billed as ODC.

### **H.20.1 Historical Preservation Officer - Public Buildings Service (PBS)**

Contact: Name: (To be identified at or after contract award)  
Location: (To be identified at or after contract award)  
Telephone No: (To be identified at or after contract award)

### **H.20.2 Historic Buildings Reference Documents**

All work performed in historical buildings shall conform to the requirements contained in the documents identified in this section.

1. *Maintenance, Repair and Alterations of Historic Buildings*, August 20, 1981, PB82104928, Department of Commerce National Technical Information Service, Telephone 1-800-553-6847.
2. *Handbook Procedure for Historic Properties*, March 2, 1981, PBS P 1022.2, Available from the PCO

### **H.21 Insurance**

1. Not later than five (5) business days after contract award, the contractor shall provide to the PCO, at its own expense and from its insurer(s) rated by A.M. Best at "A" or better and licensed to do business in each state in which the work related to the GFP is to be performed, a binding letter of commitment that guarantees after award the insurance outlined in items 2a through 2e. The coverage specified in items 2(a) and 2(b) may be provided through one or more policies other than standard Commercial General Liability and Automobile Liability, provided that the resulting coverage is equal to or greater than the coverage described in items 2a and 2b. Said policies shall provide that policies shall not be changed, altered or cancelled until thirty (30) days written notice has been given to the government. Any such cancellation, change or alteration shall not relieve the offeror of its continuing obligation to maintain insurance

coverage in accordance with this Section. Within 15 days after contract award, the Connections II contractor shall provide a certified copy of the insurance policies or policy addendum(s) by this Paragraph 2.

- a. Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)
- b. General liability:
  - 1) The contractor shall obtain bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
  - 2) Property damage liability insurance shall be required only in special circumstances as determined by the agency within an order. Commercial General Liability Insurance, on an occurrence basis, including but not limited to premises-operations, broad form property damage, products/completed operations, contractual liability, independent contracts, and personal injury, with minimum limits as identified in the order (combined single limit for each occurrence).
- c. Automobile liability. The contractor shall obtain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- d. Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the contractor shall obtain 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. When contract performance involves use of vessels, the contractor shall obtain appropriate vessel collision liability and protection and indemnity liability insurance.

## **H.22 Limitation of Warranty for Government Furnished Software**

In lieu of any other warranty expressed or implied herein, the government warrants that any programming aids and software packages supplied for contractor use as government-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by the government from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s).

Should government-furnished programming aids or software packages not be suitable for their intended use on the system(s) for which designed, except where such property is furnished "as is," the contractor shall notify the CO and supply documentation regarding any defects and their effect on progress under this contract. The CO will consider equitably adjusting the delivery performance dates or order price, or both, and any other contractual provision affected by the government-furnished property in accordance with the procedures provided for in the clause of this contract entitled "Changes".

## **H.23 Contractors Commitments, Warranties, and Representations**

Any written commitments by the contractor within the scope of this contract shall be binding and shall render the contractor liable for damage to the government under the terms of this contract. A written commitment by the contractor shall be limited to the proposal submitted by the contractor and to specific written modifications, further defined as including:

1. Any warranty or representation made by the contractor in a proposal as to software, systems performance, and other physical design or functioning characteristics of a component or system.
2. Warranties or representations made by the contractor concerning the characteristics of items, made in any literature, descriptions or specifications accompanying or referred to in a proposal.
3. Written modification, affirmation, or representation as to the above which is made by the contractor in or during the course of negotiations, whether or not incorporated formally into the proposal.

## H.24 Rehabilitation Act of 1973

Goods and services delivered under this contract shall meet the applicable technical provisions of the Access Board found at 36 CFR 1194, parts B, C and D or provide equivalent facilitation.

## H.25 Key Personnel and Personnel Substitutions

Key personnel are those personnel considered essential to successful contractor performance. The Program Manager is the only key personnel required under the basic contract – other key personnel may be designated at the discretion of the OCO. The Program Manager shall be identified in the submitted proposal and shall commence work upon contract award.

All requests for approval of substitutions of key personnel under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the PCO. All substitutions proposed during the duration of this contract must have, at a minimum, the qualifications of the person being replaced. The PCO will evaluate such requests and promptly notify the contractor in writing of his determination to accept or reject the substitution.

The government shall be notified within five days after substitution of key contract personnel.

When the contractor becomes aware that a task order employee will be, or is unavailable to work under this contract for a continuous period exceeding ten working days, the contractor shall immediately notify the PCO or the OCO or the appropriate government representative, and replace such personnel with personnel of equal or superior qualifications, within ten working days of notification or as required by the government.

Substitutions may be made in task staffing under the following conditions:

1. The contractor shall notify the CO at least ten working days before making changes in task personnel from one task to another.
2. The contractor shall provide a replacement resume to the CO or appropriate government representative at the time of notification.
3. The resume of the replacement shall be approved prior to assignment of the replacement and prior to transfer of the individual.

### H.25.1 Labor Category Education Substitutions

At the discretion of the ordering contracting officer, *specifically applicable* years of experience, in the skills required, may be substituted for formal education

requirements. This must be determined on a case by case basis for each Task Order where requested by the contractor.

## **H.26 Performance-Based Services Contracting (PBSC)**

Pursuant to FAR 37.6, performance-based contracting techniques will be applied to task orders issued under this contract to the maximum extent practicable.

## **H.27 Facility, Personnel, and Systems Security Considerations**

Security requirements will be dictated by agency specific requirements, specified on individual Task 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.27.1 Homeland Security Presidential Directives-12 (HSPD-12)**

The Contractor shall comply with agency personal identity verification procedures identified in individual Task Orders that implement Homeland Security Presidential Directives-12 (HSPD-12); OMB guidance M-05-24; and Federal Information Processing Standards Publication (FIPS PUB) number 201. 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.27.2 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.

When stipulated in individual Task 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 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 <http://csrc.nist.gov/publications/PubsNISTIRs.html>.

### **H.27.3 Security Clearances**

The contractor may be required (at no additional cost to the government) to obtain/possess varying levels of personnel and facility security clearances up to U.S. Government TOP SECRET/Sensitive Compartmented Information (TS/SCI). Only those Offerors that meet the required security clearance levels on individual Task Orders shall be eligible to compete under Fair Opportunity. When classified work is required on an individual Task Order, the Contract Security Classification Specification, (DD Form 254 or agency equivalent) will be issued to the Contractor by 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.28 Section 508 Compliance**

The contractor shall ensure that any Electronic and Information Technology (EIT) procured at the task/delivery order level shall meet the applicable accessibility standards at 36 CFR 1194, if applicable. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended. This standard is viewable at [www.section508.gov](http://www.section508.gov).

### **H.29 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.

## **H.30 Labor Subject to the Davis-Bacon Act & the Service Contract Act**

### **H.30.1 Labor Subject to the Davis-Bacon Act**

To the extent that any labor items are subject to the Davis-Bacon Act and are within scope of a task order, the OCO must identify such work on the task 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.

The Connections II contract does not include all applicable flow-down clauses for labor categories subject to the Davis-Bacon Act. Each task order must be tailored to include the appropriate clauses.

### **H.30.2 Labor Subject to the Service Contract Act (SCA)**

Connections II 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 a task order, the OCO must identify such work on the task order and apply wages in accordance with FAR 22.10, Service Contract Act Wage Determinations.

The Connections II contract does not include wage determinations or all applicable flow-down clauses for labor categories subject to the Service Contract Act. Each task order must be tailored to include the appropriate clauses and wage determinations.

## **H.31 Non-Personal Services**

1. This contract is a “non-personal services contract” as defined in FAR 37.101. It is therefore, understood and agreed that the contractor and/or the contractor’s employees: (1) shall perform the services specified herein as contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject the work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.
2. The contractor's employees and subcontractors must make clear, in dealings with the public, federal employees, or other contractors that they are not federal employees. To minimize possible confusion, contractors and subcontractors are not permitted to wear clothing or other items (apart from official identity

credential) bearing the name, logo, or seal of a federal agency while performing work under this contract.

### H.32 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: [www.epeat.net](http://www.epeat.net). 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.

|                 | <b>Non-EPEAT Registered Products</b> | <b>Bronze</b> | <b>Silver</b> | <b>Gold</b> |
|-----------------|--------------------------------------|---------------|---------------|-------------|
| <b>Desktops</b> |                                      |               |               |             |
| <b>Servers</b>  |                                      |               |               |             |
| <b>Monitors</b> |                                      |               |               |             |

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## 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 and the Service Contract Act 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 Procuring Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<https://acquisition.gov/far/index.html>  
<https://acquisition.gov/gsam/gsam.html>

| CLAUSE NO. | TITLE  | DATE     |
|------------|--|----------|
| 52.202-1   | DEFINITIONS  | JUL 2004 |
| 52.203-3   | GRATUITIES   | APR 1984 |
| 52.203-5   | COVENANT AGAINST CONTINGENT FEES   | APR 1984 |
| 52.203-6   | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT                              | SEP 2006 |
| 52.203-7   | ANTI-KICKBACK PROCEDURES   | OCT 2010 |
| 52.203-8   | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN 1997 |
| 52.203-10  | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY                           | JAN 1997 |
| 52.203-12  | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS                   | OCT 2010 |
| 52.203-13  | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT                                     | APR 2010 |
| 52.203-14  | DISPLAY OF HOTLINE POSTER  | DEC 2007 |
| 52.203-15  | WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 | JUN 2010 |

| CLAUSE NO. | TITLE  | DATE      |
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| 52.204-2   | SECURITY REQUIREMENTS  | AUG 1996  |
| 52.204-4   | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER   | MAY 2011  |
| 52.204-7   | CENTRAL CONTRACTOR REGISTRATION  | APR 2008  |
| 52.204-9   | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL   | JAN 2011  |
| 52.204-10  | REPORTING SUBCONTRACT AWARDS   | JUL 2010  |
| 52.204-11  | AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS  | JUL 2010  |
| 52.207-3   | RIGHT OF FIRST REFUSAL OF EMPLOYMENT   | MAY 2006  |
| 52.207-5   | OPTION TO PURCHASE EQUIPMENT   | FEB 1995  |
| 52.208-9   | CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES  | OCT 2008  |
| 52.209-3   | FIRST ARTICLE APPROVAL-CONTRACTOR TESTING  | SEPT 1989 |
| 52.209-3   | ALTERNATE 1  | JAN 1997  |
| 52.209-3   | ALTERNATE II   | SEPT 1989 |
| 52.209-4   | FIRST ARTICLE APPROVAL—GOVERNMENT TESTING  | SEPT 1989 |
| 52.209-4   | ALTERNATE 1  | JAN 1997  |
| 52.209-4   | ALTERNATE II   | SEPT 1989 |
| 52.209-6   | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | DEC 2010  |
| 52.209-9   | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS   | JAN 2011  |
| 52.211-5   | MATERIAL REQUIREMENTS  | AUG 2000  |
| 52.211-15  | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | APR 2008  |
| 52.214-34  | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE   | APR 1991  |
| 52.214-35  | SUBMISSION OF OFFERS IN U.S. CURRENCY  | APR 1991  |
|            |  |           |
| 52.215-2   | AUDIT AND RECORDS —NEGOTIATION   | OCT 2010  |
| 52.215-2   | ALTERNATE I  | MAR 2009  |
| 52.215-2   | ALTERNATE III  | JUN 1999  |
| 52.215-8   | ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT  | OCT 1997  |
| 52.215-9   | CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM  | OCT 1997  |
| 52.215-9   | ALTERNATE I  | OCT 2010  |
| 52.215-10  | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA   | AUG 2011  |
| 52.215-11  | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS   | AUG 2011  |
| 52.215-12  | SUBCONTRACTOR COST OR PRICING DATA   | OCT 2010  |
| 52.215-13  | SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS   | OCT 2010  |
| 52.215-14  | INTEGRITY OF UNIT PRICES   | OCT 2010  |
| 52.215-14  | ALTERNATE I  | OCT 1997  |
| 52.215-15  | PENSION ADJUSTMENTS AND ASSET REVERSIONS   | OCT 2010  |
| 52.215-16  | FACILITIES CAPITAL COST OF MONEY   | JUN 2003  |
| 52.215-17  | WAIVER OF FACILITIES CAPITAL COST OF MONEY   | OCT 1997  |

| CLAUSE NO. | TITLE   | DATE      |
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| 52.215-21  | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS                  | OCT 2010  |
| 52.215-21  | ALTERNATE III   | OCT 1997  |
| 52.216-2   | ECONOMIC PRICE ADJUSTMENT—STANDARD SUPPLIES   | JAN 1997  |
| 52.216-3   | ECONOMIC PRICE ADJUSTMENT—SEMISTANDARD SUPPLIES   | JAN 1997  |
| 52.216-4   | ECONOMIC PRICE ADJUSTMENT—LABOR AND MATERIAL  | JAN 1997  |
| 52.216-7*  | ALLOWABLE COST AND PAYMENT  | JUN 2011  |
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| 52.216-29  | TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION | FEB 2007  |
| 52.217-2   | CANCELLATION UNDER MULTI-YEAR CONTRACTS   | OCT 1997  |
| 52.219-4   | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS   | JAN 2011  |
| 52.219-8   | UTILIZATION OF SMALL BUSINESS CONCERNS  | JAN 2011  |
| 52.219-9   | SMALL BUSINESS SUBCONTRACTING PLAN  | JUL 2010  |
| 52.219-9   | ALTERNATE II  | OCT 2001  |
| 52.219-16  | LIQUIDATED DAMAGES – SUBCONTRACTING PLAN  | JAN 1999  |
| 52.219-28  | POST-AWARD SMALL-BUSINESS PROGRAM REREPRESENTATION  | APR 2009  |
| 52.222-1   | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES  | FEB 1997  |
| 52.222-3   | CONVICT LABOR   | JUN 2003  |
| 52.222-6   | DAVIS-BACON ACT   | JULY 2005 |
| 52.222-7   | WITHHOLDING OF FUNDS  | FEB 1988  |
| 52.222-8   | PAYROLLS AND BASIC RECORDS  | JUN 2010  |
| 52.222-9   | APPRENTICES AND TRAINEES  | JULY 2005 |
| 52.222-10  | COMPLIANCE WITH COPELAND ACT REQUIREMENTS   | FEB 1988  |
| 52.222-11  | SUBCONTRACTS (LABOR STANDARDS)  | JULY 2005 |
| 52.222-12  | CONTRACT TERMINATION—DEBARMENT  | FEB 1988  |
| 52.222-13  | COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS   | FEB 1988  |
| 52.222-14  | DISPUTES CONCERNING LABOR STANDARDS   | FEB 1988  |
| 52.222-15  | CERTIFICATION OF ELIGIBILITY  | FEB 1988  |
| 52.222-21  | PROHIBITION OF SEGREGATED FACILITIES  | FEB 1999  |
| 52.222-26  | EQUAL OPPORTUNITY   | MAR 2007  |
| 52.222-29  | NOTIFICATION OF VISA DENIAL   | JUN 2003  |
| 52.222-35  | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS           | SEP 2010  |
| 52.222-36  | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES  | OCT 2010  |
| 52.222-36  | ALTERNATE I   | JUN 1998  |
| 52.222-37  | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS           | SEP 2006  |
| 52.222-41  | Service Contract Act of 1965  | NOV 2007  |

| CLAUSE NO. | TITLE  | DATE      |
|------------|--|-----------|
| 52.222-43  | Fair Labor Standards Act and Service Contract Act- Price Adjustment (Multiple Year and Option Contracts)                       | SEP 2009  |
| 52.222-50  | COMBATING TRAFFICKING IN PERSONS   | FEB 2009  |
| 52.222-54  | EMPLOYMENT ELIGIBILITY VERIFICATION  | JAN 2009  |
| 52.223-2   | AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS  | DEC 2007  |
| 52.223-3*  | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA   | JAN 1997  |
| 52.223-3*  | ALTERNATE I  | JUL 1995  |
| 52.223-5   | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION.  | MAY 2011  |
| 52.223-5   | ALTERNATE I  | MAY 2011  |
| 52.223-5   | ALTERNATE II   | MAY 2011  |
| 52.223-6   | DRUG-FREE WORKPLACE  | MAY 2001  |
| 52.223-10  | WASTE REDUCTION PROGRAM  | MAY 2011  |
| 52.223-12  | REFRIDGERATION EQUIPMENT AND AIR CONDITIONERS  | MAY 1995  |
| 52.223-14  | TOXIC CHEMICAL RELEASE REPORTING   | AUG 2003  |
| 52.223-15  | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS   | DEC 2007  |
| 52.223-16  | IEEE 1680 STANDARD FOR THE ENVIROMENT ASSESMENT OF PERSONAL COMPUTER PRODUCTS  | DEC 2007  |
| 52.223-17  | AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS  | MAY 2008  |
| 52.224-1   | PRIVACY ACT NOTIFICATION   | APR 1984  |
| 52.224-2   | PRIVACY ACT  | APR 1984  |
| 52.225-1   | BUY AMERICAN ACT –SUPPLIES   | FEB 2009  |
| 52.225-3   | BUY AMERICAN ACT—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT   | JUNE 2009 |
| 52.225-3   | ALTERNATE I  | JAN 2004  |
| 52.225-3   | ALTERNATE II   | JAN 2004  |
| 52.225-5   | TRADE AGREEMENTS   | AUG 2009  |
| 52.225-8   | DUTY-FREE ENTRY  | OCT 2010  |
| 52.225-13  | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JUN 2008  |
| 52.225-19  | CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES | MAR 2008  |
| 52.227-1   | AUTHORIZATION AND CONSENT  | DEC 2007  |
| 52.227-2   | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  | DEC 2007  |
| 52.227-3   | PATENT INDEMNITY   | APR 1984  |
| 52.227-3*  | ALTERNATE I  | APR 1984  |
| 52.227-3*  | ALTERNATE II   | APR 1984  |
| 52.227-5*  | WAIVER OF INDEMNITY  | APR 1984  |
| 52.227-9   | REFUND OF ROYALTIES  | APR 1984  |
| 52.227-10  | FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER  | DEC 2007  |
| 52.227-11  | PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR  | DEC 2007  |

| CLAUSE NO. | TITLE  | DATE      |
|------------|--|-----------|
| 52.227-13  | PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT                                    | DEC 2007  |
| 52.227-14  | RIGHTS IN DATA—GENERAL   | DEC 2007  |
| 52.227-14  | ALTERNATE I  | DEC 2007  |
| 52.227-14* | ALTERNATE II   | DEC 2007  |
| 52.227-14* | ALTERNATE III  | DEC 2007  |
| 52.227-14  | ALTERNATE IV   | DEC 2007  |
| 52.227-14* | ALTERNATE V  | DEC 2007  |
|            |  |           |
|            |  |           |
|            |  |           |
| 52.227-19  | COMMERCIAL COMPUTER SOFTWARE LICENSE   | DEC 2007  |
| 52.227-21* | TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT—MAJOR SYSTEMS | DEC 2007  |
| 52.227-22  | MAJOR SYSTEM – MINIMUM RIGHTS  | JUN 1987  |
| 52.227-23* | RIGHTS TO PROPOSAL DATA (TECHNICAL)  | JUN 1987  |
| 52.228-3   | WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)                             | APR 1984  |
| 52.228-4   | WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS                        | APR 1984  |
| 52.228-5   | INSURANCE - WORK ON A GOVERNMENT INSTALLATION                                  | JAN 1997  |
| 52.228-7   | INSURANCE- LIABILITY TO THIRD PERSONS  | MAR 1996  |
| 52.229-3   | FEDERAL, STATE, AND LOCAL TAXES  | APR 2003  |
| 52.229-4   | FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)                  | APR 2003  |
| 52.229-6   | TAXES – FOREIGN FIXED-PRICE CONTRACTS  | JUN 2003  |
| 52.229-7   | TAXES- FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS                          | JAN 1991  |
| 52.229-10* | STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX                        | APR 2003  |
| 52.230-2   | COST ACCOUNTING STANDARDS  | OCT 2010  |
| 52.230-3   | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES                        | OCT 2008  |
| 52.230-4   | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES-FOREIGN CONCERNS       | JUNE 2010 |
|            |  |           |
| 52.230-6   | ADMINISTRATION OF COST ACCOUNTING STANDARDS                                    | JUNE 2010 |
| 52.232-1   | PAYMENTS   | APR 1984  |
| 52.232-7*  | PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS                     | FEB 2007  |
| 52.232-7   | ALTERNATE I  | FEB 2007  |
| 52.232-8   | DISCOUNTS FOR PROMPT PAYMENT   | FEB 2002  |
| 52.232-9   | LIMITATION ON WITHHOLDING OF PAYMENTS  | APR 1984  |
| 52.232-11  | EXTRAS   | APR 1984  |
| 52.232-12* | ADVANCE PAYMENTS   | MAY 2001  |
| 52.232-12  | ALTERNATE I  | APR 1984  |
| 52.232-16* | PROGRESS PAYMENTS  | AUG 2010  |
| 52.232-16  | ALTERNATE I  | MAR 2000  |
| 52.232-17  | INTEREST   | OCT 2010  |
| 52.232-18  | AVAILABILITY OF FUNDS  | APR 1984  |

| CLAUSE NO. | TITLE  | DATE      |
|------------|--|-----------|
| 52.232-19* | AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR                                 | APR 1984  |
| 52.232-23  | ASSIGNMENT OF CLAIMS   | JAN 1986  |
| 52.232-23  | ALTERNATE I  | APR 1984  |
| 52.232-25  | PROMPT PAYMENT   | OCT 2008  |
| 52.232-25  | ALTERNATE I  | FEB 2002  |
| 52.232-33  | PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION           | OCT 2003  |
| 52.232-34  | PAYMENT BY ELECTONIC FUNDS TRANSFER- OTHER THAN CENTRALCONTRACTOR REGISTRATION | MAY 1999  |
| 52.232-36  | PAYMENT BY THIRD PARTY   | FEB 2010  |
| 52.232-37  | MULTIPLE PAYMENT ARRANGEMENTS.   | MAY 1999  |
| 52.233-1   | DISPUTES   | JUL 2002  |
| 52.233-1   | ALTERNATE I  | DEC 1991  |
| 52.233-3   | PROTEST AFTER AWARD  | AUG 1996  |
| 52.233-4   | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM                                    | OCT 2004  |
| 52.237-2   | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION                  | APR 1984  |
| 52.237-3   | CONTINUITY OF SERVICES   | JAN 1991  |
|            |  |           |
| 52.237-9   | WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS                | AUG 2003  |
| 52.237-10  | IDENTIFICATION OF UNCOMPENSATED OVERTIME                                       | OCT 1997  |
| 52.239-1   | PRIVACY OR SECURITY SAFEGUARDS   | AUG 1996  |
| 52.242-1   | NOTICE OF INTENT TO DISALLOW COSTS   | APR 1984  |
| 52.242-3   | PENALTIES FOR UNALLOWABLE COSTS  | MAY 2001  |
| 52.242-4   | CERTIFICATION OF FINAL INDIRECT COSTS  | JAN 1997  |
| 52.242-13  | BANKRUPTCY   | JUL 1995  |
| 52.243-1   | CHANGES – FIXED-PRICE  | AUG 1987  |
| 52.243-1   | ALTERNATE I  | APR 1984  |
| 52.243-1   | ALTERNATE II   | APR 1984  |
| 52.243-1   | ALTERNATE III  | APR 1984  |
| 52.243-3   | CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS                                    | SEPT 2000 |
| 52.243-6   | CHANGE ORDER ACCOUNTING  | APR 1984  |
| 52.243-7*  | NOTIFICATION OF CHANGES  | APR 1984  |
| 52.244-2*  | SUBCONTRACTS   | OCT 2010  |
| 52.244-5   | COMPETITION IN SUBCONTRACTING  | DEC 1996  |
| 52.244-6   | SUBCONTRACTS FOR COMMERCIAL ITEMS  | JUN 2010  |
| 52.245-1   | GOVERNMENT PROPERTY  | DEC 2010  |
| 52.245-2   | GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES                            | AUG 2010  |
| 52.245-9   | USE AND CHARGES  | AUG 2010  |
| 52.246-6   | INSPECTION- TIME AND MATERIAL AND LABOR-HOUR                                   | MAY 2001  |
| 52.246-17  | WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE                                    | JUNE 2003 |
| 52.246-18  | WARRANTY OF SUPPLIES OF A COMPLEX NATURE                                       | MAY 2001  |
| 52.246-18  | ALTERNATE II   | APR 1984  |
| 52.246-18  | ALTERNATE III  | APR 1984  |
| 52.246-18  | ALTERNATE IV   | APR 1984  |

| CLAUSE NO. | TITLE   | DATE      |
|------------|---|-----------|
| 52.246-19* | WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA.              | MAY 2001  |
| 52.246-19  | ALTERNATE I   | APR 1984  |
| 52.246-19  | ALTERNATE II  | APR 1984  |
| 52.246-19  | ALTERNATE III   | APR 1984  |
| 52.246-20* | WARRANTY OF SERVICES  | MAY 2001  |
| 52.246-21  | WARRANTY OF CONSTRUCTION  | MAR 1994  |
| 52.246-23  | LIMITATION OF LIABILITY   | FEB 1997  |
| 52.246-24  | LIMITATION OF LIABILITY – HIGH VALUE ITEMS  | FEB 1997  |
| 52.246-25  | LIMITATION OF LIABILITY – SERVICES  | FEB 1997  |
| 52.247-1*  | COMMERCIAL BILL OF LADING NOTATIONS   | FEB 2006  |
| 52.247-63* | PREFERENCE FOR U.S.-FLAG AIR CARRIERS   | JUNE 2003 |
|            |   |           |
| 52.248-1*  | VALUE ENGINEERING   | OCT 2010  |
| 52.248-1   | ALTERNATE I   | APR 1984  |
| 52.248-1   | ALTERNATE II  | FEB 2000  |
| 52.248-1   | ALTERNATE III   | APR 1984  |
| 52.249-2   | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)   | MAY 2004  |
| 52.249-3   | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) | MAY 2004  |
| 52.249-3   | ALTERNATE I   | SEPT 1996 |
| 52.249-4   | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM).                              | APR 1984  |
| 52.249-8   | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  | APR 1984  |
| 52.249-14  | EXCUSABLE DELAYS  | APR 1984  |
|            |   |           |
| 52.251-1   | GOVERNMENT SUPPLY SOURCES   | AUG 2010  |
| 52.253-1   | COMPUTER GENERATED FORMS  | JAN 1991  |

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

### **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  |
| 552.217-71 | NOTICE REGARDING OPTION(S)        | NOV 1992  |
| 552.219-73 | GOALS FOR SUBCONTRACTING PLAN     | JUNE 2005 |
| 552.232-77 | PAYMENT BY GOVERNMENT CHARGE CARD | NOV 2009  |

#### **I.4 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

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

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

(2) The Contractor shall also notify the PCO 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 PCO 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 Clause)

#### **I.5 FAR 52.216-18 ORDERING (OCT 1995)**

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

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

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized by the Schedule.  
(End 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 \$100 Million;

(2) Any order for a combination of items in excess of \$100 Million;

(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 Clause)

### **I.8 FAR 52.217-8 Option to Extend Services (NOV 1999)**

The government may require continued performance of any services within the limits and at rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provisions may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of period performance end date.

(End Clause)

### **I.9 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 15 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 15 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.10 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

- (3) Downloaded from the Office of Labor–Management Standards Web site at [www.dol.gov/olms/regs/compliance/EO13496.htm](http://www.dol.gov/olms/regs/compliance/EO13496.htm); or
- (4) Reproduced and used as exact duplicate copies of the Department of Labor’s official poster.
- (c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
- (d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.
- (e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart [9.4](#). Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.
- (f) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.
- (2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.
- (3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.
- (4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

### **I.11 52.225-9 Buy American Act—Construction Materials.**

As prescribed in [25.1102\(a\)](#), insert the following clause:

BUY AMERICAN ACT—CONSTRUCTION MATERIALS (SEPT 2010)

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier,

without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act ([41 U.S.C. 10a - 10d](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 431](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

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*[Contracting Officer to list applicable excepted materials or indicate “none”]*

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction

materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

| Construction Material Description | Unit of Measure | Quantity | Price (Dollars)* |
|-----------------------------------|-----------------|----------|------------------|
| <i>Item 1:</i>                    |                 |          |                  |
| Foreign construction material     | _____           | _____    | _____            |
| Domestic construction material    | _____           | _____    | _____            |
| <br><i>Item 2:</i>                |                 |          |                  |
| Foreign construction material     | _____           | _____    | _____            |
| Domestic construction material    | _____           | _____    | _____            |

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

**I.12 52.225-10 Notice of Buy American Act Requirement—Construction Materials.**

As prescribed in [25.1102\(b\)\(1\)](#), insert the following provision:

NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS (FEB 2009)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR [52.225-9](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-9](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-9](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

*Alternate I (May 2002).* As prescribed in [25.1102\(b\)\(2\)](#), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit

the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#).

### **I.13 52.225-11 Buy American Act—Construction Materials under Trade Agreements.**

As prescribed in [25.1102](#)(c), insert the following clause:

#### BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (SEPT 2010)

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

“Caribbean Basin country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Commercially available off-the-shelf (COTS) item”—

- (1) Means any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction

site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least

developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act ([41 U.S.C. 10a-10d](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 431](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505\(a\)\(2\)](#)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated county construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

---

*[Contracting Officer to list applicable excepted materials or indicate "none"]*

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;

- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction

materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

| <b>Construction Material Description</b> | <b>Unit of<br/>Measure</b> | <b>Quantity</b> | <b>Price<br/>(Dollars)*</b> |
|--|----------------------------|-----------------|-----------------------------|
| <i>Item 1:</i>                           |                            |                 |                             |
| Foreign construction material            | _____                      | _____           | _____                       |
| Domestic construction material           | _____                      | _____           | _____                       |
| <i>Item 2:</i>                           |                            |                 |                             |

Foreign construction material \_\_\_\_\_

Domestic construction material \_\_\_\_\_

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

*Alternate I (June 2009).* As prescribed in [25.1102\(c\)\(3\)](#), add the following definition of “Bahrainian, Mexican, or Omani construction material” to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

“Bahrainian, Mexican, or Omani construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.* (1) This clause implements the Buy American Act ([41 U.S.C. 10a - 10d](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 431](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505\(a\)\(2\)](#)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

#### **I.14 52.225-12 Notice of Buy American Act Requirement—Construction Materials under Trade Agreements.**

As prescribed in [25.1102\(d\)\(1\)](#), insert the following provision:

##### **NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)**

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-11](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause [52.225-11](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-11](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

*Alternate I (May 2002).* As prescribed in [25.1102\(d\)\(2\)](#), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-11](#).

*Alternate II (June 2009).* As prescribed in [25.1102\(d\)\(3\)](#), add the definition of “Bahrainian, Mexican, or Omani construction material” to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) *Alternate offers.* (1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-11](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

### **I.15 52.225-21 Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials.**

As prescribed in [25.1102\(e\)](#), insert the following clause:

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS-BUY AMERICAN ACT-  
CONSTRUCTION MATERIALS (OCT 2010)

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

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

“Domestic construction material” means the following—

(1) An unmanufactured construction material mined or produced in the United States. (The Buy American Act applies.)

(2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

“Foreign construction material” means a construction material other than a domestic construction material.

“Manufactured construction material” means any construction material that is not unmanufactured construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American Act ([41 U.S.C. 10a - 10d](#)) by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a foreign country.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

---

*[Contracting Officer to list applicable excepted materials or indicate “none”]*

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable;

(A) The cost of domestic manufactured construction material, when compared to the cost of comparable foreign manufactured construction material, is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public

interest or the application of the Buy American Act to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is

noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

| <b>Construction Material Description</b> | <b>Unit of Measure</b> | <b>Quantity</b> | <b>Cost (Dollars)*</b> |
|--|------------------------|-----------------|------------------------|
| <i>Item 1:</i>                           |                        |                 |                        |
| Foreign construction material            | _____                  | _____           | _____                  |
| Domestic construction material           | _____                  | _____           | _____                  |
| <br><i>Item 2:</i>                       |                        |                 |                        |
| Foreign construction material            | _____                  | _____           | _____                  |
| Domestic construction material           | _____                  | _____           | _____                  |

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\* Include all delivery costs to the construction site.]*

**Foreign and Domestic Construction Materials Cost Comparison**

(End of clause)

**I.16 52.225-22 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials.**

As prescribed in [25.1102\(e\)](#), insert the following provision:

NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY  
AMERICAN ACT—CONSTRUCTION MATERIALS (OCT 2010)

(a) *Definitions.* “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Manufactured Goods—Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause [52.225-21](#)).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-21](#) in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies in accordance with FAR [25.604](#), the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign manufactured construction material is incorporated in the offer based on an exception for unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on an exception for the unreasonable cost of comparable domestic unmanufactured construction material.

(2) If the solicitation specifies award on the basis of factors in addition to cost or price, the Contracting Officer will apply the evaluation factors as specified in paragraph (c)(1) of this provision and use the evaluated price in determining the offer that represents the best value to the Government.

(3) Unless paragraph (c)(2) of this provision applies, if two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost of comparable domestic construction material.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(3) of the clause at FAR [52.225-21](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-21](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-21](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

*Alternate I (Mar 2009).* As prescribed in [25.1102\(e\)](#), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-21](#).

#### **I.17 52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements.**

As prescribed in [25.1102\(e\)](#), insert the following clause:

REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY  
AMERICANACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2010)

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

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means the following:

(1) An unmanufactured construction material mined or produced in the United States. (The Buy American Act applies.)

(2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

“Foreign construction material” means a construction material other than a domestic construction material.

“Free trade agreement (FTA) country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of an FTA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Manufactured construction material” means any construction material that is not unmanufactured construction material.

“Nondesignated country” means a country other than the United States or a designated country.

“Recovery Act designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel,

Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

“Recovery Act designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“WTO GPA country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) do not apply to Recovery Act designated country manufactured construction material. The restrictions of the Buy American Act

do not apply to designated country unmanufactured construction material. Consistent with U.S. obligations under international agreements, this clause implements—

(i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American Act by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a nondesignated country.

(2) The Contractor shall use only domestic construction material, Recovery Act designated country manufactured construction material, or designated country unmanufactured construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

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*[Contracting Officer to list applicable excepted materials or indicate “none”.]*

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable;

(A) The cost of domestic manufactured construction material is unreasonable when the cumulative cost of such material, when compared to the cost of comparable foreign manufactured construction material, other than Recovery Act designated country construction material, will increase the overall cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material, other than designated country construction material, by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American Act to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed

supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material,

adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material other than manufactured construction material from a Recovery Act designated country or unmanufactured construction material from a designated country is noncompliant with the applicable Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

| <b>Construction Material Description</b> | <b>Unit of Measure</b> | <b>Quantity</b> | <b>Cost (Dollars)*</b> |
|--|------------------------|-----------------|------------------------|
| <i>Item 1:</i>                           |                        |                 |                        |
| Foreign construction material            | _____                  | _____           | _____                  |
| Domestic construction material           | _____                  | _____           | _____                  |
| <i>Item 2:</i>                           |                        |                 |                        |
| Foreign construction material            | _____                  | _____           | _____                  |
| Domestic construction material           | _____                  | _____           | _____                  |

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\* Include all delivery costs to the construction site.]*

Foreign (Nondesignated Country) and Domes

(End of clause)

*Alternate I (Mar 2009)*. As prescribed in [25.1102\(e\)](#), add the following definition of “Bahrainian, Mexican, or Omani construction material” to paragraph (a) of the basic

clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

“Bahrainian, Mexican, or Omani construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.* (1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) and the Buy American Act do not apply to Recovery Act designated country construction material. Consistent with U.S. obligations under international agreements, this clause implements—

(i) Section 1605 of the Recovery Act, by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

#### **I.18 52.225-24 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements.**

As prescribed in [25.1102\(e\)](#), insert the following provision:

NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2010)

(a) *Definitions.* “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “Recovery Act designated country construction material,” “steel,” and “unmanufactured construction

material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause [52.225-23](#)).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-23](#) in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies in accordance with FAR 25.604, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

- (i) 25 percent of the offered price of the contract, if foreign manufactured construction material is included in the offer based on an exception for the unreasonable cost of comparable manufactured domestic construction material; and
- (ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on an exception for the unreasonable cost of comparable domestic unmanufactured construction material.

(2) If the solicitation specifies award on the basis of factors in addition to cost or price, the Contracting Officer will apply the evaluation factors as specified in paragraph (c)(1) of this provision and use the evaluated cost or price in determining the offer that represents the best value to the Government.

(3) Unless paragraph (c)(2) of this provision applies, if two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than Recovery Act designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-23](#), the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-23](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-23](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material, and the offeror shall be required to furnish such domestic or Recovery Act designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

*Alternate I (Mar 2009).* As prescribed in [25.1102\(e\)](#), substitute the following paragraph (b) for paragraph (b) of the basic provision:

*(b) Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-23](#).

*Alternate II (Mar 2009).* As prescribed in [25.1102\(e\)](#), add the definition of “Bahrainian, Mexican, or Omani construction material” to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

*(d) Alternate offers.* (1) When an offer includes foreign construction material, except foreign construction material from a Recovery Act designated country other

than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-23](#), the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-23](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-23](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

### **I.19 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.20 GSAM 552.229-71 Federal Excise Tax—DC Government. (SEP 1999)**

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

(End of clause)

## I.21 GSAM 552.232-23 Assignment of Claims (Sep 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefore:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

(End of clause)

## I.22 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)