

Notice Concerning Award

AWARD NO: GS00Q12NRD4011

CUSTOM SATCOM SOLUTIONS (CS2)

GSA ITS Acquisition Contract No. CONTRACT # GS00Q12NRD4011

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

Contract Term: Base period of three (3) years and two (2) one-year Government options.

Minimum Dollar Guarantee and Maximum Contract Limitation

- a. The minimum dollar guarantee for this contract is \$1,000.
- b. The maximum all-inclusive funding ceiling for this and any other contracts awarded as a result of solicitation No. QTA010CTA0003 is \$2.6 Billion.

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

Document Wide Changes

- The CS2 RFP number QTA010CTA0003 is replaced with CS2 contract number GS00Q12NRD4011.
- The word, “offeror,” is replaced with contractor where appropriate.
- 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. (Section B tables and Section J attachments remain separately paginated)

The following provision is incorporated in to the contract:

- The contractor’s Final Revised Price Proposal, dated **May 16, 2012**, 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

Section B

The following content changes have been made to the Section B tables:

Section B	Content of Change
Section B	Incorporation of the Contractor's Section B price tables in Microsoft Excel
Section B tables	References to "Year 4" and "Year 5" and been changed to "Option 1" and "Option 2" in the Section B tables.

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

The following content changes have been made to the Section H:

Section H	Content of Change
Section H-12	Added date the PCO approved the submitted Small Business Subcontracting Plan

Section I

The following content changes have been made to Section I:

Section I	Content of Change
I	Inclusion of Clause 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012)

Section J

The following content changes have been made to Section J:

Section J	Content of Change
J	Table of contents changed to reflect the removal of Attachment J-4, "Small Business Subcontracting Goals Guidance;" Attachment J-7, "Corporate Experience Narrative;" and Attachment J-8, "Past Performance Questionnaire"
Attachment J-4	Deleted
Attachment J-7	Deleted
Attachment J-8	Deleted

Section K

Deleted.

Section L

Deleted.

Section M

Deleted.

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

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

B.1 GENERAL

The Contractor shall propose firm-fixed prices for each year of the period of performance which consists of a 3-year base period, plus two 1-year option periods. It is the Government’s intention, through this section, to obtain prices for the services, related features, and equipment described in Section J Sample Task Orders (STOs). All prices shall conform to the format and structure defined herein.

B.2 SERVICES AND PRICES

Item prices shall be provided for the entire 5-year period. Each pricing element will be identified by a Contract Line Item Number (CLIN). CLIN ranges are allocated by STO number.

CLIN(s) for the 5-year period are six-digit numbers. For each CLIN, the Contractor may propose a single firm fixed price which would be valid for all 5 years of the contract. If proposed, the Contractor must clearly specify this in the pricing tables of its proposal. Alternately, separate pricing may be offered for each contract year using the CLIN structure defined below. CLIN periods for years 2 -5 will use the same CLIN structure as defined for year 1 and include a dash (-) with applicable years 2 through 5. For example, Table B.2-1 illustrates an acceptable CLIN numbering structure.

Table B.2-1. Notional CLIN Numbering Structure

Contract Year	CLIN
Year 1	100000-1
Year 2	100000-2
Year 3	100000-3
Year 4 (First one year option)	100000-4
Year 5 (Second one year option)	100000-5

For each STO, the contractor shall provide an overall system price for year 1 through 5. Additionally, the contractor shall separately price individual items detailed for each STO in Section J. The Offeror shall clearly identify how the separately priced individual items add up to the overall system price. The contractor may provide additional line item pricing as needed.

This pricing applies specifically to the STOs as outlined in the attachments of Section J. The individual prices provided in the Section B tables below are for the proposed solutions should they be required and ordered exactly as outlined in the Section J attachments.

All prices shall include the 2% GSA Management Fee. Prices shall be specified and billed in United States (U.S.) currency.

B.2.1 Pricing Tables (Year 1)

Table B.2.1-1a Overall System Price Table: Morale, Welfare, and Recreation (MWR)

Morale, Welfare, and Recreation (MWR)		
CLIN*	Service or Product	Price (Year 1)
100000-1	MWR Overall System Price	

*CLINs 100000 through 199999 are reserved for MWR.

Table B.2.1-1b Detailed Price Table: Morale, Welfare, and Recreation (MWR)

Morale, Welfare, and Recreation (MWR)					
CLIN*	Service or Product	Description of Service or Product	Qty	Unit Charge	Price (Year 1)
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Africa per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Africa per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Southwest Asia / Middle East per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Southwest Asia / Middle East per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Central Asia per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Central Asia per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Pacific per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Pacific per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Europe per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Europe per year				
	Network operations center (NOC) operations cost				
	Gateway Site terminal cost				
	Remote Site terminals cost per unit				
	Engineering Support cost per month				
	Sustainment support cost per month (excluding Onsite Technical Support)				
	Onsite Technical Support – Africa per day				

	Onsite Technical Support – Southwest Asia / Middle East per day				
	Onsite Technical Support – Central Asia per day				
	Onsite Technical Support – Pacific per day				
	Onsite Technical Support – Europe per day				

*CLINs 100000 through 199999 are reserved for MWR.

Table B.2.1-2a Overall System Price Table: Government Education and Training Network (GETN)

Government Education and Training Network (GETN)		
CLIN*	Service or Product	Price (Year 1)
200000-1	GETN Overall System Price	

*CLINs 200000 through 299999 are reserved for GETN

Table B.2.1-2b Detailed Price Table: Government Education and Training Network (GETN)

Government Education and Training Network (GETN)					
CLIN*	Service or Product	Description of Service or Product	Qty	Unit Charge	Price (Year 1)
	Commercial satellite communications infrastructure per unit cost. (For space segment pricing, proposals shall include monthly recurring pricing (on a per year basis) in 0.5 and 1 MHz increments as applicable)				
	Network operations center (NOC) operations cost				
	Gateway Site terminal cost				
	Remote Site terminals cost per unit				
	Engineering Support cost per month				
	Sustainment support cost per month				

*CLINs 200000 through 299999 are reserved for GETN.

Table B.2.1-3a Overall System Price Table: Blue Personnel Tracking (BPT)

Blue Personnel Tracking (BPT)		
CLIN*	Service or Product	Price (Year 1)
300000-1	BPT Overall System Price	

*CLINs 300000 through 399999 are reserved for BPT

Table B.2.1-3b Detailed Price Table: Blue Personnel Tracking (BPT)

Blue Personnel Tracking (BPT)					
CLIN*	Service or Product	Description of Service or Product	Qty	Unit Charge	Price (Year 1)
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost				

	Network operations center (NOC) operations cost				
	IOC Central Site terminal cost				
	FOC additional Central Site terminals cost per unit				
	Remote Site terminals cost per unit				
	Engineering Support cost per month				
	Sustainment support cost per month				

*CLINs 300000 through 399999 are reserved for BPT

B.2.2 Pricing Tables (Year 2)

Table B.2.2-1a Overall System Price Table: Morale, Welfare, and Recreation (MWR)

Morale, Welfare, and Recreation (MWR)		
CLIN*	Service or Product	Price (Year 2)
100000-2	MWR Overall System Price	

*CLINs 100000 through 199999 are reserved for MWR.

Table B.2.2-1b Detailed Price Table: Morale, Welfare, and Recreation (MWR)

Morale, Welfare, and Recreation (MWR)					
CLIN*	Service or Product	Description of Service or Product	Qty	Unit Charge	Price (Year 2)
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Africa per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Africa per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Southwest Asia / Middle East per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Southwest Asia / Middle East per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Central Asia per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Central Asia per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Pacific per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Pacific per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Europe per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Europe per year				
	Network operations center (NOC) operations cost				
	Gateway Site terminal cost				

	Remote Site terminals cost per unit				
	Engineering Support cost per month				
	Sustainment support cost per month (excluding Onsite Technical Support)				
	Onsite Technical Support – Africa per day				
	Onsite Technical Support – Southwest Asia / Middle East per day				
	Onsite Technical Support – Central Asia per day				
	Onsite Technical Support – Pacific per day				
	Onsite Technical Support – Europe per day				

*CLINs 100000 through 199999 are reserved for MWR.

Table B.2.2-2a Overall System Price Table: Government Education and Training Network (GETN)

Government Education and Training Network (GETN)		
CLIN*	Service or Product	Price (Year 2)
200000-2	GETN Overall System Price	

*CLINs 200000 through 299999 are reserved for GETN

Table B.2.2-2b Detailed Price Table: Government Education and Training Network (GETN)

Government Education and Training Network (GETN)					
CLIN*	Service or Product	Description of Service or Product	Qty	Unit Charge	Price (Year 2)
	Commercial satellite communications infrastructure per unit cost. (For space segment pricing, proposals shall include monthly recurring pricing (on a per year basis) in 0.5 and 1 MHz increments as applicable)				
	Network operations center (NOC) operations cost				
	Gateway Site terminal cost				
	Remote Site terminals cost per unit				
	Engineering Support cost per month				
	Sustainment support cost per month				

*CLINs 200000 through 299999 are reserved for MWR.

Table B.2.2-3a Overall System Price Table: Blue Personnel Tracking (BPT)

Blue Personnel Tracking (BPT)		
CLIN*	Service or Product	Price (Year 2)
300000-2	BPT Overall System Price	

*CLINs 300000 through 399999 are reserved for BPT

Table B.2.2-3b Detailed Price Table: Blue Personnel Tracking (BPT)

Blue Personnel Tracking (BPT)					
CLIN*	Service or Product	Description of Service or Product	Qty	Unit Charge	Price (Year 2)

	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost				
	Network operations center (NOC) operations cost				
	IOC Central Site terminal cost				
	FOC additional Central Site terminals cost per unit				
	Remote Site terminals cost per unit				
	Engineering Support cost per month				
	Sustainment support cost per month				

*CLINs 300000 through 399999 are reserved for BPT

B.2.3 Pricing Tables (Year 3)

Table B.2.3-1a Overall System Price Table: Morale, Welfare, and Recreation (MWR)

Morale, Welfare, and Recreation (MWR)		
CLIN*	Service or Product	Price (Year 3)
100000-3	MWR Overall System Price	

*CLINs 100000 through 199999 are reserved for MWR.

Table B.2.3-1b Detailed Price Table: Morale, Welfare, and Recreation (MWR)

Morale, Welfare, and Recreation (MWR)					
CLIN*	Service or Product	Description of Service or Product	Qty	Unit Charge	Price (Year 3)
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Africa per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Africa per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Southwest Asia / Middle East per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Southwest Asia / Middle East per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Central Asia per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Central Asia per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Pacific per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Pacific per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Europe per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Europe per year				
	Network operations center (NOC) operations cost				
	Gateway Site terminal cost				

	Remote Site terminals cost per unit				
	Engineering Support cost per month				
	Sustainment support cost per month (excluding Onsite Technical Support)				
	Onsite Technical Support – Africa per day				
	Onsite Technical Support – Southwest Asia / Middle East per day				
	Onsite Technical Support – Central Asia per day				
	Onsite Technical Support – Pacific per day				
	Onsite Technical Support – Europe per day				

*CLINs 100000 through 199999 are reserved for MWR.

Table B.2.3-2a Overall System Price Table: Government Education and Training Network (GETN)

Government Education and Training Network (GETN)		
CLIN*	Service or Product	Price (Year 3)
200000-3	GETN Overall System Price	

*CLINs 200000 through 299999 are reserved for GETN

Table B.2.3-2b Detailed Price Table: Government Education and Training Network (GETN)

Government Education and Training Network (GETN)					
CLIN*	Service or Product	Description of Service or Product	Qty	Unit Charge	Price (Year 3)
	Commercial satellite communications infrastructure per unit cost. (For space segment pricing, proposals shall include monthly recurring pricing (on a per year basis) in 0.5 and 1 MHz increments as applicable)				
	Network operations center (NOC) operations cost				
	Gateway Site terminal cost				
	Remote Site terminals cost per unit				
	Engineering Support cost per month				
	Sustainment support cost per month				

*CLINs 200000 through 299999 are reserved for MWR.

Table B.2.3-3a Overall System Price Table: Blue Personnel Tracking (BPT)

Blue Personnel Tracking (BPT)		
CLIN*	Service or Product	Price (Year 3)
300000-3	BPT Overall System Price	

*CLINs 300000 through 399999 are reserved for BPT

Table B.2.3-3b Detailed Price Table: Blue Personnel Tracking (BPT)

Blue Personnel Tracking (BPT)					
CLIN*	Service or Product	Description of Service or Product	Qty	Unit Charge	Price (Year 3)
	Commercial satellite communications infrastructure (including				

	satellite bandwidth and terrestrial connections) per unit cost				
	Network operations center (NOC) operations cost				
	IOC Central Site terminal cost				
	FOC additional Central Site terminals cost per unit				
	Remote Site terminals cost per unit				
	Engineering Support cost per month				
	Sustainment support cost per month				

*CLINs 300000 through 399999 are reserved for BPT

B.2.4 Pricing Tables (Year 4, first one year option)

Table B.2.4-1a Overall System Price Table: Morale, Welfare, and Recreation (MWR)

Morale, Welfare, and Recreation (MWR)		
CLIN*	Service or Product	Price (Option 1)
100000-4	MWR Overall System Price	

*CLINs 100000 through 199999 are reserved for MWR.

Table B.2.4-1b Detailed Price Table: Morale, Welfare, and Recreation (MWR)

Morale, Welfare, and Recreation (MWR)					
CLIN*	Service or Product	Description of Service or Product	Qty	Unit Charge	Price (Option 1)
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Africa per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Africa per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Southwest Asia / Middle East per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Southwest Asia / Middle East per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Central Asia per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Central Asia per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Pacific per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Pacific per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Europe per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Europe per year				
	Network operations center (NOC) operations cost				
	Gateway Site terminal cost				
	Remote Site terminals cost per unit				
	Engineering Support cost per month				

	Sustainment support cost per month (excluding Onsite Technical Support)				
	Onsite Technical Support – Africa per day				
	Onsite Technical Support – Southwest Asia / Middle East per day				
	Onsite Technical Support – Central Asia per day				
	Onsite Technical Support – Pacific per day				
	Onsite Technical Support – Europe per day				

*CLINs 100000 through 199999 are reserved for MWR.

Table B.2.4-2a Overall System Price Table: Government Education and Training Network (GETN)

Government Education and Training Network (GETN)		
CLIN*	Service or Product	Price (Option 1)
200000-4	GETN Overall System Price	

*CLINs 200000 through 299999 are reserved for GETN

Table B.2.4-2b Detailed Price Table: Government Education and Training Network (GETN)

Government Education and Training Network (GETN)					
CLIN*	Service or Product	Description of Service or Product	Qty	Unit Charge	Price (Option 1)
	Commercial satellite communications infrastructure per unit cost. (For space segment pricing, proposals shall include monthly recurring pricing (on a per year basis) in 0.5 and 1 MHz increments as applicable)				
	Network operations center (NOC) operations cost				
	Gateway Site terminal cost				
	Remote Site terminals cost per unit				
	Engineering Support cost per month				
	Sustainment support cost per month				

*CLINs 200000 through 299999 are reserved for MWR.

Table B.2.4-3a Overall System Price Table: Blue Personnel Tracking (BPT)

Blue Personnel Tracking (BPT)		
CLIN*	Service or Product	Price (Option 1)
300000-4	BPT Overall System Price	

*CLINs 300000 through 399999 are reserved for BPT

Table B.2.4-3b Detailed Price Table: Blue Personnel Tracking (BPT)

Blue Personnel Tracking (BPT)					
CLIN*	Service or Product	Description of Service or Product	Qty	Unit Charge	Price (Option 1)
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost				
	Network operations center (NOC) operations cost				

	IOC Central Site terminal cost				
	FOC additional Central Site terminals cost per unit				
	Remote Site terminals cost per unit				
	Engineering Support cost per month				
	Sustainment support cost per month				

*CLINs 300000 through 399999 are reserved for BPT

B.2.5 Pricing Tables (Year 5, second one year option)

Table B.2.5-1a Overall System Price Table: Morale, Welfare, and Recreation (MWR)

Morale, Welfare, and Recreation (MWR)		
CLIN*	Service or Product	Price (Option 2)
100000-5	MWR Overall System Price	

*CLINs 100000 through 199999 are reserved for MWR.

Table B.2.5-1b Detailed Price Table: Morale, Welfare, and Recreation (MWR)

Morale, Welfare, and Recreation (MWR)					
CLIN*	Service or Product	Description of Service or Product	Qty	Unit Charge	Price (Option 2)
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Africa per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Africa per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Southwest Asia / Middle East per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Southwest Asia / Middle East per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Central Asia per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Central Asia per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Pacific per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Pacific per year				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Europe per month				
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost – Europe per year				
	Network operations center (NOC) operations cost				
	Gateway Site terminal cost				
	Remote Site terminals cost per unit				

	Engineering Support cost per month				
	Sustainment support cost per month (excluding Onsite Technical Support)				
	Onsite Technical Support – Africa per day				
	Onsite Technical Support – Southwest Asia / Middle East per day				
	Onsite Technical Support – Central Asia per day				
	Onsite Technical Support – Pacific per day				
	Onsite Technical Support – Europe per day				

*CLINs 100000 through 199999 are reserved for MWR.

Table B.2.5-2a Overall System Price Table: Government Education and Training Network (GETN)

Government Education and Training Network (GETN)		
CLIN*	Service or Product	Price (Option 2)
200000-5	GETN Overall System Price	

*CLINs 200000 through 299999 are reserved for GETN

Table B.2.5-2b Detailed Price Table: Government Education and Training Network (GETN)

Government Education and Training Network (GETN)					
CLIN*	Service or Product	Description of Service or Product	Qty	Unit Charge	Price (Option 2)
	Commercial satellite communications infrastructure per unit cost. (For space segment pricing, proposals shall include monthly recurring pricing (on a per year basis) in 0.5 and 1 MHz increments as applicable)				
	Network operations center (NOC) operations cost				
	Gateway Site terminal cost				
	Remote Site terminals cost per unit				
	Engineering Support cost per month				
	Sustainment support cost per month				

*CLINs 200000 through 299999 are reserved for MWR.

Table B.2.5-3a Overall System Price Table: Blue Personnel Tracking (BPT)

Blue Personnel Tracking (BPT)		
CLIN*	Service or Product	Price (Option 2)
300000-5	BPT Overall System Price	

*CLINs 300000 through 399999 are reserved for BPT

Table B.2.5-3b Detailed Price Table: Blue Personnel Tracking (BPT)

Blue Personnel Tracking (BPT)					
CLIN*	Service or Product	Description of Service or Product	Qty	Unit Charge	Price (Option 2)
	Commercial satellite communications infrastructure (including satellite bandwidth and terrestrial connections) per unit cost				

	Network operations center (NOC) operations cost				
	IOC Central Site terminal cost				
	FOC additional Central Site terminals cost per unit				
	Remote Site terminals cost per unit				
	Engineering Support cost per month				
	Sustainment support cost per month				

*CLINs 300000 through 399999 are reserved for BPT

B.3 MAXIMUM CONTRACT VALUE AND MINIMUM REVENUE GUARANTEE

The total maximum value of all services under the Basic Contract (for all awardees combined) shall not exceed \$2.6 Billion, including the Options.

The minimum revenue guarantee (MRG) amount for each award will be \$1,000.

B.4 GSA MANAGEMENT FEE

The GSA Management Fee is 2% to be applied to the total price for Contractor performance as billed to the Government.

Contractors must include the fee in their proposed prices on all Orders.

The Contractor remits the fee to GSA in accordance with Section G.4.2.

B.5 ORDER TYPE

Orders under the Basic Contract will be firm fixed price.

Orders must be Task Orders in compliance with FAR 16.505.

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

B.6 PERFORMANCE BASED PREFERENCE

Pursuant to FAR 37.102(a), the Ordering Contracting Officer (OCO) (See Section G.1) should use performance-based acquisition methods to the maximum extent practicable.

B.7 ORDER PRICING

The OCO is responsible for the determination of price reasonableness for each Order. The OCO must determine fair and reasonable pricing for all Orders in accordance with FAR Subpart 15.4, Contract Pricing, and FAR 16.202, Firm-fixed-price contracts.

B.8 TRAVEL PRICING

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

B.9 LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA)

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

Each Order must be tailored to include the appropriate SCA clauses.

(END OF SECTION B)

**SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

C.1 OVERVIEW

C.1.1 CONTRACT OBJECTIVE

Contractors are sought who will provide worldwide commercial satellite communications (COMSATCOM) End-to-End Solutions. End-to-End Solutions comprise complete, customized engineered solutions to meet customers' unique COMSATCOM needs. These solutions may include any combination of fixed satellite services and/or mobile satellite services, components, and/or service enabling components and ancillary equipment such as terminals, teleports, terrestrial tail circuits, Subscriber Identity Module (SIM) cards, and peripherals. End-to-End Solutions may also include, but are not limited to, licensing, integration, installation, testing, network management, engineering and training. Examples of the types of COMSATCOM solutions the Contractor shall have the capability to deliver are included in this section; however, the specific COMSATCOM solutions to be procured will be defined in subsequent Task Orders.

C.2 SUMMARY OF REQUIREMENTS

Unless otherwise stated, the Contractor is solely responsible for all requirements stated herein.

C.2.1 MANAGEMENT

- C.2.1.1** The Contractor shall furnish the project management processes and resources needed to plan, direct, coordinate, and implement the contract as well as control the requirements contained in the contract and priced Task Orders.
- C.2.1.2** The Contractor shall have the capability to manage multiple simultaneous Task Orders of varying complexity at worldwide locations.
- C.2.1.3** The Contractor shall have the capability to develop a Service Plan for each Task Order as part of the Task Order proposal, outlining what is necessary to successfully execute the Task Order. For each Service Plan, the Contractor shall:

- C.2.1.3.1** Develop and document an engineered solution that addresses all requirements as outlined in this contract and the specific Task Order.
 - C.2.1.3.2** Develop and document an engineered solution that identifies all equipment and resources proposed to satisfy the Task Order.
 - C.2.1.3.3** Develop and document an engineered solution that provides the Contractor's recommended plans to replace equipment and resources in case of failure, except in those cases where the Government has specific sparing requirements.
 - C.2.1.3.4** Develop and document an engineered solution that addresses the use of Government furnished materials and resources as specified in the Task Order.
 - C.2.1.3.5** Develop and document an engineered solution that identifies the applicable performance standards, specifies the set of performance metrics for the services the Contractor proposes to use, and describes in detail the methods and measurements with which the Contractor proposes to establish compliance with the performance standards. The Government reserves the right, on a Task Order basis, to identify the performance standards, specify the performance metrics, and describe the methods and measurements to establish compliance with the performance standards.
 - C.2.1.3.6** Update the Service Plan to reflect all Task Order modifications as required.
- C.2.1.4** The Contractor shall have the capability to manage the operations of each proposed subcontractor.
 - C.2.1.5** The Contractor shall have the capability to provide customers with timely and accurate invoicing, and provide account information as defined in subsequent Task Orders to the Ordering Contracting Officer, Contracting Officers Representative, and Task Monitors.

C.2.2 GENERAL TECHNICAL REQUIREMENTS

- C.2.2.1** The Contractor shall provide complete, customized engineered COMSATCOM End-to-End Solutions to meet customers' unique satellite communications needs. These solutions may include any combination of fixed satellite services or mobile satellite services components, and/or service enabling components such as terminals, teleport, and terrestrial interface tail circuits. The Contractor shall also have the ability to supply licensing, integration, network management and engineering services.

- C.2.2.2** The Contractor shall provide the COMSATCOM system engineering design, configuration, installation, implementation, training, and on-going maintenance and operational support necessary to deliver a COMSATCOM solution. The Contractor shall have the ability to provide at least, but not limited to, the services identified below:
- C.2.2.2.1** Design and Engineering Services including, but not limited to, site surveys, developing specifications, drawings, reports, schedules and other related work products, configuration, implementation and installation;
 - C.2.2.2.2** Ongoing Maintenance and Operational Support Services including, but not limited to, operations support, maintenance plans, and repair services;
 - C.2.2.2.3** Customer Care and Helpdesk Support including, but not limited to, identifying the methods of customer access and hours of operation. The Contractor shall have the capability to respond to trouble calls and complaints, with identified points of contact, availability, and procedures for problem resolution, information flow, and escalation;
 - C.2.2.2.4** Training, including, but not limited to, equipment operations and maintenance training.

C.2.3 REQUIRED COMSATCOM END-TO-END SOLUTION TYPES

- C.2.3.1** COMSATCOM End-to-End Solutions include, but are not limited to, any combination of bandwidth, throughput, terminals, other user equipment, teleports, tail circuits, networks, other terrestrial infrastructure, integration and engineering services, and installation, operations, and maintenance.
- C.2.3.2** The Contractor's solutions shall meet the Information Assurance, Responsiveness, Portability, Flexibility/Optimization, Capacity, Coverage, Net Ready (Interoperability), Network Monitoring (Net Ops), Electro Magnetic Interference (EMI) / Radio Frequency Interference (RFI) Identification, Characterization, and Geo-location, and Security requirements outlined in Section C.2.4 as assigned by the Ordering Activity on a Task Order basis.
- C.2.3.3** The Contractor shall have the capability to deploy the necessary terminals, teleports, tail circuits, networks, Integration Services, Engineering Services, Licensing, Certification & Accreditation, Network Management, Operations & Maintenance, and Training required by the Ordering Activity.

C.2.3.4 The Contractor shall have the capability to deliver COMSATCOM End-to-End Solutions within each Solution Type meeting or exceeding the following parameters:

C.2.3.4.1 Coverage: COMSATCOM end-to-end solutions delivered to coverage areas involving multiple satellites and associated ground stations and terrestrial infrastructure.

C.2.3.4.2 User/Network Size: COMSATCOM end-to-end solutions comprised of at least 500 end-user locations or points of presence.

C.2.3.4.3 Capacity: COMSATCOM end-to-end solutions requiring at least a total of 3 Transponder Equivalent (TPE) of bandwidth or 100 Mbps committed information rate (CIR) over the satellite links.

C.2.3.4.4 Terminal Types: COMSATCOM end-to-end solutions with terminal populations consisting of multiple variants of fixed land, mobile land, maritime, and/or airborne terminals.

C.2.3.4.5 Network Management: COMSATCOM end-to-end solutions with network management tailored to capture and deliver data elements most relevant to the customer's requirements.

C.2.3.5 The Contractor shall demonstrate its capability to provide solutions of the scope herein, in response to requirements aligning with each of the following COMSATCOM End-to-End Solution types:

C.2.3.5.1 Interactive Services. The Contractor shall have the capability to provide complete, customized engineering solutions to support 24x7 Interactive Services requirements. Interactive Services involve the ability to connect multiple locations into a real-time two-way interactive network, mostly involving audio and video. Interactive Services includes Distance Learning and Telemedicine type requirements. Interactive Services are often characterized by distribution of a common information stream to multiple locations, scheduling components and conditional access management, changes to the information stream, distribution locations, and network configurations based upon parameters both known and scheduled in advance and in reaction to changing circumstances, integration with terrestrial communication components and systems, and customer tolerance for latency, delay, jitter, and packet loss.

C.2.3.5.2 Continuity of Operations (COOP). The Contractor shall have the capability to provide complete, customized engineering solutions to support COOP requirements. COOP involves the pre-planned establishment and deployment of a backup or alternative communications infrastructure in anticipation that a natural or

human caused event disables or destroys the normal, primary communications infrastructure and is focused on reconstitution of the critical communications functionality to continue minimal essential and/or normal operations. When the COOP capability is required, activation is required immediately, often 24 hours or less. COOP includes developing an alternative for portions of, or the entirety of, the normal, primary communications infrastructure, and can be as simple as a set of new Internet Protocol addresses or as complex as replicating the functionality of the entire primary, terrestrial infrastructure. COOP can include requiring a completely different set of hardware, personnel, and network paths, and associated terrestrial infrastructure as an ancillary component of the COMSATCOM based solution.

- C.2.3.5.3 Broadcast Satellite Service (BSS).** The Contractor shall have the capability to provide complete, customized engineering solutions to support BSS requirements. Broadcast Satellite Services (BSS) involves the collection of voice, video, and/or data into one central site and distribution of that information typically one-way to multiple fixed and/or mobile locations. BSS includes Streaming Media type requirements. BSS is often characterized by high bandwidth requirements, dedicated, fully utilized data streams for the duration of the broadcast, live or real-time distribution, access control for different portions of the information stream, and minimum customer tolerance for latency, delay, and jitter.
- C.2.3.5.4 Emergency Responder Operations.** The Contractor shall have the capability to provide complete, customized engineering solutions to support Emergency Responder Operations. Emergency Responder Operations involve reconstituting a communications infrastructure in response to a natural or human caused event that disrupts or destroys the normal, pre-existing communications infrastructure. Emergency Responder Operations involves an ad-hoc, immediate need communications requirement that eventually reverts back to communications infrastructure previously used, quick responsiveness requirement of a few hours to a few days, desire for interoperability among different types of responders, transportability, quick design, implementation, and activation, and the ability to reach back into headquarters and shared information sources. Additionally, it is not uncommon for the requirement to grow significantly from a small number of users (e.g., initial responders) to a large number (e.g., coordinated large-scale humanitarian effort) within a moderate period of time (e.g., 30 days).
- C.2.3.5.5 Direct Customer Operations.** The Contractor shall have the capability to provide complete, customized engineering solutions to

support Direct Customer Operations requirements. Direct Customer Operations involve the creation of an often preplanned, enabling communications infrastructure to support specific Customer operations, typically because no pre-existing communications infrastructure is available. Direct Customer Operations include the ability to collaborate among various types of Customers, connecting Customers operating on the tactical edge back to headquarters and shared information sources, transportability and mobility requirements, personnel and facility security, information assurance, ability to reconfigure and/or reconstitute quickly in response to changing situations during prosecution of the mission, real-time insight into communications networks status, and moderate to quick responsiveness requirements with deployment required in several hours to several days. These communications solutions are typically for a short duration and mission focused, high priority with the ability to pre-empt other uses of the same communications resources, and cost of the solution as a much lower priority than the ability to utilize the solution as part of executing the mission. Additionally, it is not uncommon for the requirement to grow significantly from a small number of users (e.g., battalion) to a large number within a moderate period of time (e.g., 30 days).

C.2.3.5.6 Steady State Operations. The Contractor shall have the capability to provide complete, customized engineering solutions to support Steady State Operations requirements. Steady State Operations involve long duration, baseline communications services and infrastructure to support enduring user requirements. Steady State Operations include significant pre-planning with more time allowed for design, configuration, implementation, and activation times, ubiquitous access to collaborative and integrated users, fixed infrastructure that responds more slowly to changes, lower priority with the ability to be pre-empted by a higher priority, short term need for the same communications resources, and strong sensitivity to cost of the solution as compared to the technical capability delivered.

C.2.3.5.7 The Government reserves the right to issue requirements aligned with COMSATCOM End-to-End Solution types not included in the list above.

C.2.4 REQUIRED COMSATCOM END-TO-END SOLUTION ATTRIBUTES

C.2.4.1 Information Assurance

C.2.4.1.1 The Contractor shall comply, to the maximum extent practicable, with: The Committee on National Security Systems Policy (CNSSP)

12, “*National Information Assurance Policy for Space Systems used to Support National Security Missions*,” or Department of Defense Directive (DoDD) 8581.1, “*Information Assurance (IA) Policy for Space Systems Used by the Department of Defense*.”

- C.2.4.1.2** The Contractor shall comply with the Federal Information Security Management Act of 2002 as implemented by Federal Information Processing Standards Publication 200 (FIPS 200), “*Minimum Security Requirements for Federal Information and Information Systems*.” In response to Ordering Activity requirements, at a minimum, all Contractor solutions shall meet the requirements assigned against: A low-impact information system (per FIPS 200) that is described in the current revision of National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, “*Recommended Security Controls for Federal Information Systems and Organizations*,” or a Mission Assurance Category (MAC) III system that is described in the current revision of DoD Instruction (DoDI) 8500.2, “*Information Assurance Implementation*.”
- C.2.4.1.3** On a Task Order basis, the Ordering Activity shall assign an impact level (per FIPS 200 and NIST SP 800-53), or MAC level (per DoDI 8500.2) prior to issuing the initial statement of work. Task Order evaluations shall consider the extent to which the Contractor’s solutions accommodates the necessary security controls based upon the assigned impact level or MAC, command encryption/authentication, and other requirements in CNSSP 12 or DoDD 8581.1.
- C.2.4.1.4** The Contractor’s information assurance boundary is where the Contractor’s services connect to the user terminals/equipment (i.e., includes satellite command encryption (ground and space); systems used in the Satellite Operations Centers (SOCs), Network Operations Centers (NOCs) and teleport; and terrestrial infrastructure required for service delivery).
- C.2.4.1.5** Ordering Activity reserves the right to independently evaluate, audit, and verify the IA compliance for any proposed or awarded COMSATCOM services. All IA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

C.2.4.2 Responsiveness

- C.2.4.2.1** As specified on a Task Order basis, the Contractor shall deliver solutions in one of the following timeframes after Task Order award:
 - C.2.4.2.1.1** Standard Service Delivery (30 calendar days or less).
Standard Service Delivery is the time required under

normal conditions for COMSATCOM services to be available.

C.2.4.2.1.2 Accelerated Service Delivery (7 calendar days or less). Under Accelerated Service Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until operations permit.

C.2.4.2.1.3 Time-Critical Service Delivery (4 hours or less). Under Time-Critical Service Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until operations permit. Time-Critical Delivery shall be predicated on the availability of pre-planned engineering solutions, pre-planned line-up messages and transmission plans, pre-arranged Host Nation Agreements, terrestrial connectivity (if applicable), and frequency clearance, and the availability of contracted bandwidth.

C.2.4.2.1.4 Extended Service Delivery. The time required under extenuating circumstances to implement a Task Order after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, long-lead terrestrial connectivity, or other time intensive service delivery requirements as defined in the individual Task Order. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

C.2.4.3 Portability

C.2.4.3.1 The Contractor shall have the capability to redeploy COMSATCOM services, subject to availability. Portability shall be provided within the COMSATCOM Contractor's resources at any time as requested by the Ordering Activity. When portability is exercised, evidence of equivalent net present value (NPV¹) shall be provided by the Contractor. Alternatively, prior to Task Order award, specific pre-defined terms and conditions for portability and related services including pricing and/or other contract terms may be negotiated and defined in the individual Task Order. Portability may include moving from one transponder/satellite to another, one managed service area to another, transponded capacity redeployment between beams or transponders on a single satellite, redeployment from one frequency band to another, physical

¹ For example, one-year of service for a transponder valued at \$1M/year is traded for six-months of service on a transponder valued at \$2M/year.

relocation of a satellite to a new orbital position, re-routing of teleport services from one teleport to another pre-defined teleport, re-routing of traffic from one terrestrial infrastructure to another pre-defined infrastructure, and movement of Network Operations Center (NOC) services from one NOC to another NOC.

C.2.4.4 Flexibility/Optimization

C.2.4.4.1 The Contractor shall have the capability to re-groom resources for spectral, operational, or price efficiencies. Flexibility/optimization shall be provided within the COMSATCOM Contractor's resources at any time as requested by the Ordering Activity. When flexibility/optimization is exercised, evidence of equivalent net present value (NPV)² shall be provided by the Contractor. The Contractor is encouraged to submit re-grooming approaches for Ordering Activity consideration that may increase efficiencies for existing COMSATCOM services. Alternatively, prior to Task Order award, specific pre-defined terms and conditions for re-grooming including pricing and/or other contract terms may be negotiated and defined in the individual Task Order. Re-grooming may include, but is not limited to, analysis of space segment, teleport, and network resource utilization in order to increase the number of carriers on existing allocated bandwidth and/or terminals and/or increasing the data rates on individual Task Orders through the implementation of advanced coding, modulation, and/or hardware upgrades.

C.2.4.5 Capacity

C.2.4.5.1 The Government has requirements for scalable COMSATCOM capacity in any COMSATCOM frequency band. The Contractor must be able to provide scalable capacity in any available COMSATCOM frequency band in support of US Government COMSATCOM requirements. This requirement is subject to the availability of satellite resources.

C.2.4.6 Coverage

C.2.4.6.1 The Government has requirements for COMSATCOM coverage anywhere in the world and in any COMSATCOM frequency band. The Contractor must be able to provide coverage anywhere worldwide in any available COMSATCOM frequency band, including, but not limited to, L-, S-, C-, X-, Ku-, extended Ku-, Ka-, and UHF. Specific pre-defined coverage may be negotiated and

² For example, one-year of service on a less efficient arrangement of contractor resources is traded for nine-months of services on a more efficient arrangement of contractor resources that provides an operational efficiency to the Ordering Activity's customers.

defined in the individual Task Order. This requirement is subject to the availability of satellite resources.

C.2.4.7 Network Monitoring (NET OPS)

C.2.4.7.1 The Contractor shall have the capability to electronically collect and deliver near real-time monitoring, fault/incident/outage reporting, and information access to ensure effective and efficient operations, performance, and availability, consistent with commercial practices. Consistent with the Contractor's standard management practices, the Net Ops information will be provided on a frequency (example: every 6 hours, daily) and format (example: SNMP, XML) as defined in a requirement to a location/entity/electronic interface defined by the Ordering Activity. Prior to Task Order award, specific pre-defined terms and conditions for Net Ops collection and delivery may be negotiated and defined in the individual Task Order.

C.2.4.8 EMI/RFI Identification, Characterization, and Geo-Location

C.2.4.8.1 The Contractor shall have the capability to collect and electronically report in near real-time Electro Magnetic Interference (EMI) / Radio Frequency Interference (RFI) identification, characterization, and geo-location, including the ability to identify and characterize sub-carrier EMI/RFI being transmitted underneath an authorized carrier, and the ability to geo-locate the source of any and all EMI/RFI. The Contractor shall establish and use with the Ordering Activity a mutually agreed upon media and voice communications capability capable of protecting "Sensitive, but Unclassified" data.

C.2.4.9 Security

C.2.4.9.1 The Contractor may be required to obtain/possess varying levels of personnel and facility security clearances up to U.S. Government TOP SECRET/Sensitive Compartmented Information (TS/SCI) or equivalent clearances assigned by the National Security Authority of a NATO Member State or Major Non-NATO Ally.

C.2.4.9.2 The Contractor may be required to provide physical security (e.g., personnel or equipment protection).

C.2.4.9.3 For incident resolution involving classified matters, the Contractor shall provide appropriately cleared staff who can affect COMSATCOM services operations (example: satellite payload operations, network operations). The Contractor shall provide a minimum of one operations staff member AND a minimum of one person with the authority to commit the company if resolution requires business impacting decisions (example: Chief Executive Officer, Chief Operations Officer, etc.).

- C.2.4.9.4** When Communications Security or Transmission Security equipment or keying material is placed in the equipment/terminal shelter, the Contractor shall ensure compliance with applicable physical security directives/guidelines and that all deployed equipment/terminal operations and maintenance personnel shall possess the appropriate clearances, equal to or higher than the classification level of the data being transmitted. Where local regulations require use of foreign personnel for terminal operations and maintenance, then the Contractor shall ensure compliance with applicable security directives/guidelines and document to the U.S. Government's satisfaction that protective measures are in place and such individuals have equivalent clearances granted by the local host nation.
- C.2.4.9.5** For classified operations security (OPSEC), the Contractor shall ensure that all personnel in direct contact with classified OPSEC indicators (example: the unit, location, and time of operations) have U.S. SECRET or higher personnel security clearances, or, as appropriate, equivalent clearances assigned by the National Security Authority of a NATO Member State or Major Non-NATO Ally, in accordance with applicable security directives and guidelines.
- C.2.4.9.6** For classified requirements, cleared satellite operator staff must have access to secure voice communications for emergency purposes. Communications security equipment certified by the National Security Agency (NSA) to secure unclassified and up to and including SECRET communication transmissions at all operations centers is preferred. If a Contractor is unable to have access to NSA-approved communications security equipment at its operations centers, then a combination of a "Sensitive but Unclassified" (SBU) cryptographic module approved by the U.S. National Institute for Standards and Technology and pre-arranged access to NSA-approved communications security equipment at an agreed alternate facility is acceptable.
- C.2.4.9.7** The Contractor shall have the capability to "mask" or "protect" users against unauthorized release of identifying information to any entity that could compromise operations security. Identifying information includes but is not limited to personal user and/or unit information including tail numbers, unit names, unit numbers, individual names, individual contact numbers, street addresses, etc.

C.2.4.10 Net Ready (Interoperability)

The Contractor shall deliver solutions that are consistent with commercial standards and practices. Contractor solutions shall have the capability to

access and/or interoperate with Government or other Commercial teleports/gateways and provide enterprise service access to or among networks or enclaves. Interfaces may be identified as interoperable on the basis of participation in a sponsored interoperability program. Any such access and/or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual Task Order requirement.

(END OF SECTION C)

**SECTION D
PACKAGING AND MARKING**

D.1 PRESERVATION, PACKAGING, PACKING, AND MARKING

Preservation, packaging, packing and marking of all deliverables must conform to normal commercial packing standards to assure safe delivery at destination. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the Ordering Agency and the Contractor.

D.2 UNCLASSIFIED AND CLASSIFIED MARKING

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

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

D.3 PACKING, MARKING, AND STORAGE OF EQUIPMENT

All packing, marking and storage incidental to shipping of equipment to be provided under this contract shall be made at the Contractor's expense. Such packing, supervision marking and storage costs shall not be billed to the Government. Supervision of packing and unpacking of equipment shall be furnished by the Contractor.

(END OF SECTION D)

**SECTION E
INSPECTION AND ACCEPTANCE**

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

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

(End of Clause)

E.2 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES APPLICABLE AT THE ORDER LEVEL

The following clauses apply at the Order level, as applicable:

E.2.1 52.246-4 Inspection of Services—Fixed-Price (AUG 1996)

E.2.2 52.246-16 Responsibility for Supplies (APR 1984)

(END OF SECTION E)

**SECTION F
DELIVERIES OR PERFORMANCE**

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

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

- F.1.1 52.242-15 Stop-Work Order (AUG 1989)**
- F.1.2 52.242-17 Government Delay of Work (APR 1984)**
- F.1.3 52.247-34 F.o.b. Destination (NOV 1991)**

**F.2 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES
APPLICABLE AT THE ORDER LEVEL**

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

- F.2.1 52.211-8 Time of Delivery (JUNE 1997)**
- F.2.2 52.211-8 Time of Delivery, Alternate I (APR 1984)**
- F.2.3 52.211-8 Time of Delivery, Alternate II (APR 1984)**
- F.2.4 52.211-8 Time of Delivery, Alternate III (APR 1984)**
- F.2.5 52.211-9 Desired and Required Time of Delivery (June 1997)**
- F.2.6 52.211-9 Desired and Required Time of Delivery, Alternate I (APR 1984)**
- F.2.7 52.211-9 Desired and Required Time of Delivery, Alternate II (APR 1984)**
- F.2.8 52.211-9 Desired and Required Time of Delivery, Alternate III (APR 1984)**
- F.2.9 52.211-11 Liquidated Damages—Supplies, Services, or Research and Development (SEPT 2000)**
- F.2.10 52.247-35 F.o.b. Destination, With Consignee's Premises (APR 1984)**

F.3 TERM OF BASIC CONTRACT

The term of this contract will be 3 years (base period) from the date of award, with two 1-year option periods.

F.4 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. See Sections I.3, I.4, and I.5.

F.5 PLACE OF PERFORMANCE

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

F.6 DELIVERIES

This section identifies the items that the Contractor shall deliver to the Government and/or the Government’s agent(s) under the Basic Contract. Individual orders will have additional deliverables specified in each Order. In this section, the items the Contractor delivers are called “deliverables.”

The Contractor shall provide the deliverables in the media specified by the Government.

The Contractor shall provide the deliverables in “calendar” days unless otherwise specified. The deliverables include, but are not limited to, the items listed in Table F.6-1. The Government does not waive its right to request deliverables under the Basic Contract, even if such requirements are not specifically listed in this table.

Any inconsistency between Section F and Sections B, C, G, H, shall be resolved by giving Sections B, C, G and/or H precedence.

Table F.6-1 Contractor Deliverables

ID	SECTION	DELIVERABLE TITLE	FREQUENCY	DELIVER TO
1	J-2	Information Assurance Minimum Security Controls Checklist	30 days after award then annually	GSA PCO and PMO

2	G.5.1 G.5.2	Monthly Business Volume (Sales) & Monthly Revenue Reports	Monthly	GSA PMO
3	G.5.3	Annual Program Review Report	Annually	GSA PCO and PMO
4	G.5.4	Subcontracting Reports	See Clause 52.219-9	www.eSRS.gov
5	G.8	Marketing and Promotional Materials	Prior to distribution	GSA PMO
6	H.5	Redacted Contract/ Redacted Modifications	Within 15 calendar days of base contract award and all modifications	GSA PCO

(END OF SECTION F)

SECTION G CONTRACT ADMINISTRATION

G.1 AUTHORIZED USERS

Only authorized users may place orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR Subpart 2.1) in good standing must have an appropriate signed delegation of procurement authority (DPA) 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, 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.2 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.2.1 GSA Program Manager (PM)

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

G.2.2 Procuring Contracting Officer (PCO)

The GSA PCO is the sole and exclusive Government Official with actual authority to award the Basic Contract. After award of the Basic Contract, the GSA PCO may delegate any or all of the contract administration functions described in FAR 42.302. The GSA PCO has made the following Administrative Contracting Officer (ACO) designation to perform administration functions described in FAR 42.302 as delegated:

Tracey Embry
GSA FAS/ITS/QTAF
10304 Eaton Place, 2nd Floor
Fairfax, VA 22030
(703) 306-7041
tracey.embry@gsa.gov

G.2.3 Ordering Contracting Officer (OCO)

As described in Section G.1, only an authorized user, who is a delegated OCO, may place and administer an Order under the Basic Contract. A Statement of Work (SOW) or Performance Work Statement (PWS) must be submitted to the GSA PCO and GSA PM for a scope review according to Section G.3.2.

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 DPA. Contractors that accept orders from a Government representative who does not have the authorized DPA do so at their own risk. To ensure the required delegation, Contractors may request 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.2.4 Contracting Officer's Representative (COR), Contracting Officer's Technical Representative (COTR) and Task Monitor (TM)

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

G.2.5 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.

GSA has appointed an Ombudsman to review complaints from Contractors and ensure they are afforded a fair opportunity to be considered. The Ombudsman is a senior GSA official who is independent of the GSA PCO 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.3 ORDERING PROCEDURES

G.3.1 Ordering procedures must comply with the following:

G.3.1.1 FAR 16.505;

G.3.1.2 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);

G.3.1.3 The OCO shall include the evaluation procedures in Task Order Requests (TORs) and establish the time frame for responding to TORs, giving Offerors a reasonable proposal preparation time while taking into account the unique requirements and circumstances of the effort;

G.3.1.4 Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Basic Contract;

G.3.1.5 Contractors are required to respond to each TOR with either a proposal or a statement of "No Bid" along with the reason for not submitting a proposal;

G.3.1.6 All costs associated with the preparation, presentation, and discussion of the Offeror's proposal in response to a TOR will be at the Offeror's sole and exclusive expense; and

G.3.1.7 All orders placed under the Basic Contract are subject to the terms and conditions of the Basic Contract at time of order award. In the event of any conflict between the Order and the Basic Contract, the Basic Contract will take precedence.

G.3.1.8 Orders placed by OCOs may include required Agency clauses.

G.3.1.9 Orders may be issued by facsimile or by electronic commerce methods.

G.3.2 Statement of Work

A written SOW or PWS will always be used. The OCO will provide the SOW/PWS to the GSA PCO and GSA PM. The GSA PCO will provide a scope determination to the OCO.

Any changes to the SOW/PWS or expansion of the original requirement will require an additional scope review by the GSA PCO.

Scope reviews can be conducted by GSA and completed in parallel with the OCO's Task Order acquisition activities. In Task Orders requiring immediate delivery of service

for an urgent requirement, the GSA scope review may be completed after the Task Order is awarded.

G.3.3 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). Use of the GSA eBuy system by the OCO will ensure that all Basic contract holders are notified of each Task Order request. Information and instruction on the use of the eBuy system is furnished at www.gsa.gov/ebuy

G.3.4 Order Evaluation

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

G.3.5 Subcontractors

The Government has not pre-approved any Subcontractors in making awards for the Basic Contract. If a Contractor proposes a Subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-2 and FAR Subpart 44.2. The Government reserves the right to determine the responsibility of prospective major Subcontractors.

G.4 BILLING AND INVOICING

The Contractor shall submit invoices directly to the address designated by the OCO on the Task Order.

G.4.1 Central Contractor Registration (CCR)

The Contractor shall register in the Central Contractor Registration (CCR) system, which is a central database of data in support of Agency missions, prior to being awarded a contract (FAR 52.204-7). The registration form is at www.ccr.gov and requires the Contractor's Data Universal Numbering System (DUNS) number.

G.4.2 GSA Management Fee

The GSA Management Fee for the CS2 contracts is 2 percent. This 2 percent fee shall be included in all prices. The Contractor shall not invoice for the GSA Management Fee as a separate line item.

The Contractor shall make Electronic Funds Transfer (EFT) arrangements for payment of the GSA management fee. The Contractor shall forward fees collected to the GSA Finance Office by EFT within 30 calendar days of the close of each calendar month for which the fees apply. Failure to pay the fee within 60 calendar days may result in termination of this contract.

G.5 REPORTING REQUIREMENTS

G.5.1 Monthly Business Volume (Sales) Report

The Contractor shall provide monthly sales/business volume reports using the format specified in Section J in Microsoft Excel 2007 format to the GSA Program Manager via e-mail. Business Volume is calculated as the total amount of a Task Order received by the Contractor that period. The reporting period shall be for the beginning through the end of the previous month and reports are due by the 15th calendar day of each month. If there are no orders received during the reporting period, the report is still required and shall state “no ordering activity” for that period.

G.5.1.1 The report shall contain at a minimum the following information:

G.5.1.1.1 Contractor Name and Contract Number – Company name and GSA IDIQ Contract Number.

G.5.1.1.2 Reporting Period – The monthly reporting period in which orders were received, usually from the 1st of the month through the last day of the month.

G.5.1.1.3 Title - “CS2 Monthly Business Volume (Sales) Report”

G.5.1.1.4 For each Task Order:

G.5.1.1.4.1 Date of Task Order – The date the Task Order is signed.

G.5.1.1.4.2 Agency Name or Ordering Agency – Name of the Agency/Organization that issued the Task Order. It also includes the name, address, agency point of contact and telephone number.

G.5.1.1.4.3 Description of Services – A brief description of the equipment and/or services.

G.5.1.1.4.4 **Period of Performance** – The actual date the service begins and ends. This should be identified within the Task Order.

G.5.1.1.4.5 **Task Order Number** – The order number assigned by the agency that places the order.

G.5.1.1.4.6 **Total Value (Dollar Amount) of Order Received** – Dollar amount of the Task Order, not including options.

G.5.1.1.5 Total Sales this Month – Cumulative total value of Orders for this month.

G.5.1.1.6 Cumulative Sales to Date – Cumulative total of all Task Orders since contract award.

The Contractor shall also provide copies of each Task Order received during the reporting period in Microsoft Excel 2007 format to the GSA Program Manager on the 15th calendar day of each month.

G.5.2 Monthly Revenue Report

The Contractor shall provide a monthly revenue report using the format specified in Section J via e-mail in Microsoft Excel 2007 format to the GSA Program Manager on the 15th calendar day of each month. The report shall provide detail relating back to individual Task Orders that have been invoiced and paid by the Ordering Agency.

G.5.2.1 The monthly revenue report shall contain, at a minimum, the following information:

G.5.2.1.1 Contractor Name and Contract Number – Company name and GSA IDIQ Contract Number.

G.5.2.1.2 Reporting Period – The monthly reporting period in which invoices were received, usually from 1st day of the month through the last day of the month.

G.5.2.1.3 Title - “CS2 Monthly Revenue Report”

G.5.2.1.4 For each Task Order:

G.5.2.1.4.1 **Date Payment Received** – Date the payment is received by the Contractor from the Ordering Agency. This may be in the form of a check or electronic funds transfer.

- G.5.2.1.4.2 **Agency Name / Ordering Activity** – Name of the Agency/Organization that issued the Task Order. It also includes the name, address, agency, point of contact, and telephone number.
- G.5.2.1.4.3 **Description of Services** – A brief description of the equipment and/or services.
- G.5.2.1.4.4 **Task Order Number** – The order number assigned by the agency that places the order.
- G.5.2.1.4.5 **Total Value (Dollar Amount) of Order** – Total dollar amount of the Task Order.
- G.5.2.1.4.6 **Amount Received** – Total dollar amount received by the Contractor, from the Agency.
- G.5.2.1.4.7 **GSA Management Fee Collected** – This fee is 2 percent of the total amount received in payment by the Agency.
- G.5.2.1.4.8 **GSA Management Fee Remitted** – Total dollar amount remitted to GSA for a particular order per month. This number is calculated as a percentage of the total amount received by the Contractor from the Agency.
- G.5.2.1.4.9 **Remaining Balance of Un-remitted GSA Management Fee** – This number is calculated as the difference between the total dollar amount due to GSA for a particular order per month and the total amount received by the Contractor from the Agency.

G.5.2.1.5 EFT Number – Transaction identification number of EFT and amount. If more than one EFT payment is submitted for the reporting period, the Contractor shall identify all EFT Numbers and Amounts for the reporting period. The total EFT Amount(s) shall total the “GSA Management Fee Remitted” identified on the report.

G.5.3 Annual Program Review Report

The Contractor shall provide an annual program report covering the topics specified below to the GSA PCO and GSA PM via e-mail. The report shall be submitted within 3 business days of the annual program review. See Section G.6.

G.5.3.1 The Annual Program Review Report shall cover the following topics:

G.5.3.1.1 Task Order Performance

G.5.3.1.1.1 Identify all Task Orders in progress and completed in the past year.

G.5.3.1.1.2 Identify the quality of performance for each Task Order and identify any issues and resolution actions/plan.

G.5.3.1.2 Additional Topics as identified by the GSA PCO.

G.5.4 Subcontracting Reports

Contractors submitting small business subcontracting plans must submit periodic reports which show compliance with the subcontracting plan.

The Individual Subcontracting Report (ISR) covers subcontract award data related to this Basic Contract. The Summary Subcontracting Report (SSR) encompasses all Contracts with GSA. The ISR and SSR shall be submitted electronically via the Electronic Subcontract Reporting System (eSRS) at www.esrs.gov

Reports are required when due regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report. See FAR 52.219-9 Small Business Subcontracting Plan (APR 2008).

G.6 PROGRAM REVIEWS

The Contractor shall attend an annual program review with the GSA Program Office. These reviews may be held at the GSA or Contractor facility. Agenda items may include, but are not limited to: Task Order and Service Level Agreement performance against Task Order metrics, contract status, projected business volume forecast, upcoming opportunities, marketing, conferences, and any other outstanding issues. Program Reviews will be conducted at no additional cost to the Government and reports submitted in accordance with Section G.5.3.

G.7 CONTRACT MANAGEMENT OF PAST PERFORMANCE AFTER AWARD

The Government will evaluate Contractor performance in accordance with the criteria under FAR Subpart 42.15.

Contractors will be required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the OCO at the Order level.

G.8 MARKETING

Contractors shall develop company specific brochures for distribution at trade shows, conferences, seminars, etc. All marketing and promotional materials, including information on the Contractor webpage, shall be submitted to the GSA Program Office and approved by GSA prior to distribution. Marketing materials may be co-branded with marks owned or licensed by the Contractor and GSA, as long as they comply with GSAM 552.203-71, Restriction on Advertising.

The Contractor is responsible for ongoing sales and marketing during the life of this contract.

G.9 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 the service termination date. All dismantling and removal of equipment shall be performed by the Contractor during normal Government business hours at the location. Advance notice must be provided to the local Government contact to ensure that such dismantling and removal occurs with a minimum of disruption. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the OCO.

G.10 CONTRACT CLOSEOUT

G.10.1 Contract closeout shall be accomplished within the guidelines set forth in:

G.10.1.1 FAR Part 4 Administrative Matters.

G.10.1.2 FAR Part 42 Contract Administration and Audit Services.

G.10.1.3 GSAM Subpart 504.8.

(END OF SECTION G)

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE AND TERM OF CONTRACT

This is a firm fixed price indefinite delivery, indefinite quantity type contract. All Task Orders issued against this contract will be Firm Fixed Price.

The term of this contract will be 3 years (base period) from the date of award, with two 1-year option periods. The total term of the contract will not exceed 5 years.

H.2 AUTHORIZED USERS

This Basic Contract is for use by all Federal agencies, 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.

H.3 MINIMUM REVENUE GUARANTEE

The minimum revenue guarantee (MRG) amount for each award will be \$1,000.

H.4 MAXIMUM CONTRACT VALUE

The total maximum contract value is \$2.6 Billion.

H.5 ELECTRONIC ACCESS TO CONTRACT VIA INTERNET

The Contractor is hereby advised that a redacted version of the contract and all modifications shall be made available on the Internet. Within 15 calendar days of the base award and all modifications, the Contractor shall provide the proposed redacted contract to the GSA PCO for approval. The Contractor shall prepare the proposed redacted version in accordance with Freedom of Information Act guidance. After receiving approval from the GSA PCO, the Contractor shall post the redacted contract to its public web site. As necessary, and upon approval of the GSA PCO, the Contractor shall correct and repost redactions at no additional cost to the Government.

The redacted version of the contract shall include current contract period pricing.

H.6 NEWS RELEASES

News releases pertaining to this contract shall not be made without prior written approval of the GSA PCO. Five business days notice is required for approval.

H.7 U.S. CITIZENSHIP REQUIREMENTS

Contractors are hereby placed on notice that work on some orders, especially those requiring site visits to some U.S. Government locations or work on some Government Furnished Property, may require Contractor personnel performing the work to have U.S. citizenship and to be able to provide proof of that citizenship. This shall be provided at no additional cost to the Government.

H.8 CONFIDENTIALITY

In providing information in response to Task Orders or other Government requests for information, the Contractor may wish to claim confidentiality status for information submitted on the basis that it is a trade secret, or that it is confidential commercial or financial information. To claim confidentiality status, the Contractor must include the following statement on the title page of its proposal or other information submitted:

“The data included in this proposal shall not be disclosed outside the Government or duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the information; provided that if a Contract is awarded to the Offeror as a result of or in connection with the submission of the data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government’s right to use information contained in such data if it is obtained from another source without restrictions. The data subject to the restriction is contained in sheets marked with the following legend:

Use or disclosure of data contained on this page is subject to the restriction on the title page of this document.”

H.9 CONTRACT MODIFICATIONS AND NEW OR IMPROVED SERVICES

Within scope changes to the contract may be proposed at any time by the Contractor or the Government. Based on Government needs, market research, industry trends, or discussions with Contractors, GSA may incorporate new or enhanced services to the contract throughout its life, provided such modifications are within the scope of the contract. Under such circumstances, GSA will issue a request for proposal stating what the Government’s needs are and the Contractor will be encouraged to respond.

The Contractor at any time during the life of the contract may also submit proposals for new services or enhanced services within the scope of the contract, and the GSA PCO will consider those proposals.

H.10 SECTION 508 COMPLIANCE

The Contractor shall ensure that any Electronic and Information Technology (EIT) procured at the Task 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.

H.11 GOVERNMENT PROPERTY

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

H.12 INCORPORATION OF SUBCONTRACTING PLAN

The Individual Small Business Subcontracting Plan, dated August 7, 2012, and submitted in accordance with FAR 52.219-9, is hereby approved and incorporated herein.

H.13 LIABILITY

The Basic Contract strictly prohibits the use of lease-like payment arrangements, which purport to permit the Government to receive delivery of items and then pay for the full cost of the items over time, even if such arrangements are not technically a lease transaction because the Government is not the lessee.

H.14 ORGANIZATIONAL CONFLICT OF INTEREST

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

In the event that a Task Order requires activity that would create an actual or potential conflict of interest, the Contractor shall:

- (a) Notify the OCO of the actual or potential conflict, and not commence work on any Task Order that involves a potential or actual conflict of interest until specifically notified by the OCO to proceed;
- (b) Identify the conflict and recommend to the OCO an alternate tasking approach which would avoid the conflict;

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

(END OF SECTION H)

**SECTION I
CONTRACT CLAUSES**

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FEDERAL ACQUISITION REGULATION:

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

GENERAL SERVICE ADMINISTRATION ACQUISITION MANUAL:

<http://www.acquisition.gov/GSAM/gsam.html>

(End of Clause)

<u>RFP Section</u>	<u>FAR Clause No.</u>	<u>Title and Date</u>
I.1.1	52.202-1	Definitions (JAN 2012)
I.1.2	52.203-3	Gratuities (APR 1984)
I.1.3	52.203-5	Covenant Against Contingent Fees (APR1984)
I.1.4	52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
I.1.5	52.203-7	Anti-Kickback Procedures (OCT 2010)
I.1.6	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
I.1.7	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
I.1.8	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
I.1.9	52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010)
I.1.10	52.204-2	Security Requirements (AUG 1996)

I.1.11	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2010)
I.1.12	52.204-7	Central Contractor Registration (FEB 2012)
I.1.13	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012)
I.1.14	52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
I.1.15	52.209.10	Prohibition on Contracting with Inverted Domestic Corporations (May 2012)
I.1.16	52.211-5	Material Requirements (AUG 2000)
I.1.17	52.215-2	Audit and Records - Negotiation (OCT 2010)
I.1.18	52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
I.1.19	52.215-10	Price Reduction for Defective Cost or Pricing Data (AUG 2010)
I.1.20	52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications (AUG 2011)
I.1.21	52.215-12	Subcontractor Cost or Pricing Data (OCT 2010)
I.1.22	52.215-13	Subcontractor Cost or Pricing Data - Modifications (OCT 2010)
I.1.23	52.215-14	Integrity of Unit Prices (OCT 2010)
I.1.24	52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
I.1.25	52.217-2	Cancellation Under Multiyear Contracts (OCT 1997)

I.1.26	52.219-8	Utilization of Small Business Concerns (JAN 2011)
I.1.27	52.219-9	Small Business Subcontracting Plan (JAN 2011)
I.1.28	52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999)
I.1.29	52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
I.1.30	52.222-3	Convict Labor (JUN 2003)
I.1.31	52.222-21	Prohibition of Segregated Facilities (FEB 1999)
I.1.32	52.222-26	Equal Opportunity (MAR 2007)
I.1.33	52.222-29	Notification of Visa Denial (JUNE 2003)
I.1.34	52.222-35	Equal Opportunity for Veterans (SEP 2010)
I.1.35	52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)
I.1.36	52.222-37	Employment Reports for Veterans (SEP 2010)
I.1.37	52.222-43	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEP 2009)
I.1.38	52.222-50	Combating Trafficking in Persons (FEB 2009)
I.1.39	52.222-54	Employment Eligibility Verification (JUL 2012)
I.1.40	52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
I.1.41	52.223-6	Drug-Free Workplace (MAY 2001)
I.1.42	52.223-14	Toxic Chemical Release Reporting (AUG 2003)
I.1.43	52.224-1	Privacy Act Notification (APR 1984)

I.1.44	52.224-2	Privacy Act (APR 1984)
I.1.45	52.225-1	Buy American Act – Supplies (FEB 2009)
I.1.46	52.225-13	Restrictions on Certain Foreign Purchases (JUNE 2008)
I.1.47	52.227-1	Authorization and Consent (DEC 2007)
I.1.48	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
I.1.49	52.227-3	Patent Indemnity (APR 1984)
I.1.50	52.227-10	Filing of Patent Applications – Classified Subject Matter (DEC 2007)
I.1.51	52.227-14	Rights in Data - General (DEC 2007)
I.1.52	52.228-5	Insurance - Work on a Government Installation (JAN 1997)
I.1.53	52.229-3	Federal, State, and Local Taxes (APR 2003)
I.1.54	52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
I.1.55	52.232-1	Payments (APR 1984)
I.1.56	52.232-8	Discounts for Prompt Payment (FEB 2002)
I.1.57	52.232-11	Extras (APR 1984)
I.1.58	52.232-17	Interest (OCT 2010)
I.1.59	52.232-23	Assignment of Claims (JAN 1986)
I.1.60	52.232-25	Prompt Payment (OCT 2008)
I.1.61	52.232-33	Payment by Electronic Funds Transfer-Central Contract or Registration (OCT 2003)
I.1.62	52.232-37	Multiple Payment Arrangements (MAY 1999)
I.1.63	52.233-1	Disputes (JUL 2002), Alternate I (DEC 1991)

I.1.64	52.233-3	Protest After Award (AUG 1996)
I.1.65	52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
I.1.66	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
I.1.67	52.237-3	Continuity of Services (JAN 1991)
I.1.68	52.239-1	Privacy or Security Safeguards (AUG 1996)
I.1.69	52.242-13	Bankruptcy (JUL 1995)
I.1.70	52.243-1	Changes - Fixed Price (AUG 1987), Alternate II (APR 1984)
I.1.71	52.244-2	Subcontracts (OCT 2010)
I.1.72	52.244-6	Subcontracts for Commercial Items (DEC 2010)
I.1.73	52.246-25	Limitation of Liability - Services (FEB 1997)
I.1.74	52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012)
I.1.75	52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
I.1.76	52.253-1	Computer Generated Forms (JAN 1991)

I.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall —
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
(End of Clause)

I.4 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 from date of award through the life of this contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) 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 in the Schedule.

(End of Clause)

I.5 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 \$50 for the first three years and \$100 for each option year of the contract, 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 the following:
 - (1) Any order for a single item in excess of \$10,000,000 in annual value;
 - (2) Any order for a combination of items in excess of \$10,000,000 in annual value; or
 - (3) A series of orders from the same ordering office within 0 days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) above.
- (c) Notwithstanding paragraph (b) above, 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 five 5 working days after issuance, with written notice stating the Contractor's intent not to supply the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.6 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 contract. The quantities of supplies and services specified in the contract 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 contract up to and including the quantity designated in the contract as the "maximum." The Government is responsible only for the minimum dollar guarantee designated in the contract.

- (c) Except for any limitations on quantities in the Delivery-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 12 months after the expiration of this contract.

(End of Clause)

I.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the 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 provision 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 30 days of period of performance end date.

(End of Clause)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

I.9 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; 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.10 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES

I.10.1 552.203-71 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.10.2552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Administrator of General Services or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such Subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(End of Clause)

I.10.3 552.229-71 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.10.4552.232-23 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.10.5 552.232-77 PAYMENT BY GOVERNMENT CHARGE CARD (NOV 2009)

- (a) *Definitions.* "Governmentwide commercial purchase card" means a uniquely numbered charge card issued by a Contractor under the GSA SmartPay® program contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

- (b) At the option of the Government and if agreeable to the Contractor, payments of \$100,000 or less for oral or written orders may be made using the Governmentwide commercial purchase card.
- (c) The Contractor shall not process a transaction for payment using the charge card until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.
- (d) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

(End of Clause)

I.10.6 552.252-6 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)

I.11 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES APPLICABLE AT THE ORDER LEVEL

The following clauses apply at the Order level, as applicable:

<u>RFP Section</u>	<u>FAR Clause No.</u>	<u>Title and Date</u>
I.11.1	52.222-41	Service Contract Act of 1965 (NOV 2007)
I.11.2	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (JUL 2012)
I.11.3	52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997)
I.11.4	52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997), Alternate I (July 1995)
I.11.5	52.223-10	Waste Reduction Program (MAY 2011)
I.11.6	52.223-12	Refrigeration Equipment and Air Conditioners (MAY 1995)
I.11.7	52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
I.11.8	52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)
I.11.9	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)

I.11.10 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class Monetary Wage—Fringe Benefits

(End of Clause)

I.11.11 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

a) The Contractor shall notify the Contracting Officer or designee, in writing, _____ * days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

- (1) Be submitted in writing;
 - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.
(End of Clause)

I.11.12 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- (b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to _____ [Contracting Officer complete in accordance with agency procedures].

(End of Clause)

I.11.13 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

(END OF SECTION I)