

Solicitation Document

Title : **Human Capital Management and Administrative
Support Services**

Solicitation Number : **2FYA-AR-060004-B**

Refresh Number : **35**

Created on June 11, 2019

COVER PAGE

NOTICE CONCERNING RESPONSES TO THIS SOLICITATION:
NO HARD COPY RESPONSES WILL BE ACCEPTED UNDER THIS REFRESH.

The standing Solicitation for Multiple Award Schedule 738X for Human Capital Management & Administrative Support Services has been refreshed. The new solicitation number 2FYA-AR-060004-B Refresh 34 will replace solicitation number 2FYA-AR-060004-B Refresh 33 and includes updated clauses and provisions.

Notice: The GSA Multiple Award Schedule (MAS) program has recently experienced a tremendous increase in new offers. Due to the large number of new offers currently in process, it could take up to 12 months before your offer is evaluated.

GSA's practice is to evaluate offers in the order in which they are received. However, GSA may give priority to processing certain offers when circumstances dictate, such as when a federal agency Contracting Officer specifically requests an expedited offer review in order to meet a pending requirement that will be procured under the MAS program, or when there is a need for GSA to bring strategically critical new products or services to market in order to meet federal customer needs.

The following link provides guidance on utilizing the eOffer and eMod systems, obtaining digital certificates, and using the eOffer and eMod Training Guides: <http://eoffer.gsa.gov>

GSA has developed eOffer, a web Based application that allows an Offeror to prepare and submit an MAS offer electronically. eOffer is designed to create an interactive, secure environment that simplifies the contracting process from submission of offers to contract awards. eOffer uses the latest digital authentication technology to ensure the integrity of data and to electronically sign the offer. Digital certificates are required in order to use eOffer. The eOffer website at www.gsa.gov/eoffer contains a variety of information regarding the eOffer application, including available training and information regarding digital certificates.

ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS EOFFERS (<http://eoffer.gsa.gov>). No hard copy responses will be accepted.

NOTICE CONCERNING MODIFICATIONS TO ALL CONTRACTS AWARDED UNDER THIS SOLICITATION.
GSA WILL ONLY ACCEPT MODIFICATION REQUESTS SUBMITTED ELECTRONICALLY AS EMODS (<http://eoffer.gsa.gov>).

The following link provides guidance on utilizing the eMod system, obtaining digital certificates, and using the eMod Training Guide: <http://eoffer.gsa.gov>.

Offerors are responsible for payment to Open Ratings, Inc. for past performance evaluation prior to submission of an offer.

The solicitation is open continuously with no closing date. The resultant contracts are awarded as Indefinite Delivery, Indefinite Quality; Fixed Price Adjustment. Contract periods commence on the Date of Award through a 5-year base period with three 5-year option periods. The resultant contracts provide a streamlined acquisition approach for federal agencies to obtain Human Capital Management & Administrative Support Services. Agency ordering procedures for services and further information on GSA Multiple Award Schedules programs may be found at www.gsa.gov/schedules.

GSA is only issuing this solicitation/request for proposal through the FedBizOpps internet site, GSA will not provide paper copies of this solicitation. Interested parties may access the solicitation at Internet address <http://www.FedBizOpps.gov>. This site contains information describing the Federal Business Opportunities and how to register to receive automatic notices of acquisitions. All responsible sources may submit an offer which shall be considered by this agency.

Begin Regulation

CP-FSS-1-C (MAY 2000)

Solicitation No. 2FYA-AR-060004-B Refresh 35

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR

(a) FSC GROUP _ PART _ SECTION _

COMMODITY: _

FSC CLASS(ES)/PRODUCT CODE(S): _

(b) **STANDARD INDUSTRY GROUP:** 738 X

SERVICE: Human Capital Management & Administrative Support Services

SERVICE CODE(S): R499 & R799

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION
CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

Begin Regulation

CP-FSS-19 PRICING (DEC 1998)

Offerors are advised that separate pricing may be submitted for different countries if separate pricing is consistent with the offeror's commercial sales practice.

Begin Regulation

CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

The deleted regulations(s) from previous refresh are listed below

Number	Title	Clause/Provision
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The added regulation(s) in new refresh are listed below

Number	Title	Clause/Provision
SCP-FSS-001-S	INSTRUCTIONS APPLICABLE TO SUCCESSFUL FSS PROGRAM CONTRACTORS (APR 2019)	Provision

The updated regulation(s) in new refresh are listed below

Number	Title	Clause/Provision
I-FSS-599	ELECTRONIC COMMERCE - FACNET (APRIL 2018)	Clause

The added SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in \$
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The deleted SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in \$
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Begin Regulation

CP-FSS-3 NOTICE: REQUESTS FOR EXPLANATION OR INFORMATION (MAR 1996)

Oral or written requests for explanation or information regarding this solicitation should be directed to:

GENERAL SERVICES ADMINISTRATION

Address: US General Services Administration
Federal Acquisition Service
One World Trade Center
55th floor; Room 55W09
New York, NY 10007-0089

or

Phone GSA Region 2 SmartShop
Telephone Number: 212-264-0868.

IMPORTANT: DO NOT ADDRESS OFFERS, MODIFICATIONS OR WITHDRAWALS TO THE ABOVE ADDRESS. THE ADDRESS DESIGNATED FOR RECEIPT OF OFFERS IS CONTAINED ELSEWHERE IN THIS SOLICITATION.

Begin Regulation

SCP-FSS-001-N INSTRUCTIONS APPLICABLE TO NEW OFFERORS (APR 2019)

- (a) Read the entire solicitation document prior to preparation of your offer.
- (b) Electronic submission of offers via GSA's eOffer web-based application (<http://eOffer.gsa.gov>) is mandatory.
- (c) Offers must be current, concise, and complete, and demonstrate a thorough understanding of solicitation requirements. By submission of an offer, the offeror attests that there have been no exceptions taken to the terms and conditions of this solicitation unless otherwise explicitly identified as required in eOffer (see "Exceptions to Terms and Conditions" under the Standard Response module).
- (d) If the offeror was previously awarded a Schedule contract that was cancelled or allowed to expire due to low or no sales, a new offer for the same Schedule will not be considered unless a minimum of 12 months have passed since the effective date of the cancellation or the expiration date of the previous contract. Any offer submitted prior to the completion of this 12-month period will be rejected.
- (e) By submission of an offer, the offeror attests that it understands and agrees to comply with the requirements of clause 552.238-74 *Industrial Funding Fee and Sales Reporting*.
- (f) In addition to full compliance with the requirements of this provision (SCP-FSS-001-N), the offeror must also comply with the following provisions, as applicable. Failure to comply with an applicable provision will result in rejection of the offer.

Solicitation provisions and their applicability are detailed below:

- (1) SCP-FSS-002 *Specific Proposal Submission Instructions for Services* – Applies to all offers that propose services, with the exception of offers under Schedule 70 and 00CORP.
- (2) SCP-FSS-003 *Specific Proposal Submission Instructions for Products* – Applies to all offers that propose products, with the exception of offers under Schedule 70.
- (3) SCP-FSS-004 *Specific Proposal Submission Instructions for Schedule 70* – Applies only to offers submitted under Schedule 70 - General Purpose Commercial Information Technology Equipment, Software, and Services.
- (4) SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751* – Applies only to offers submitted under Schedule 751 - Leasing of Automobiles and Light Trucks.
- (5) SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V* – Applies only to offers submitted under Schedule 23V - Automotive Superstore.
- (6) SCP-FSS-008 *Special Proposal Instructions for Schedule 00CORP* – Applies only to offers submitted under Schedule 00CORP – Professional Services Schedule(PSS).

Offerors proposing both products and services must comply with the requirements of SCP-FSS-002 and SCP-FSS-003. Offers submitted under Schedule 70 are required to comply with SCP-FSS-004 only, regardless of whether products and/or services are offered. Offers submitted under Schedule 00CORP are required to comply with SCP-FSS-008 and SCP-FSS-003.

(g) The following documents must be submitted by all offerors and are detailed in paragraph (j). See SCP-FSS-002, 003, 004, 005, 006, and 008, as applicable, for additional documents that are required based on specific product and service offerings.

The following documentation requirements are completed directly through the eOffer application:

- (1) *Pathway to Success* training completion verification,
- (2) Active System for Award Management (SAM) registration verification,
- (3) Small Business Subcontracting Plan (if applicable),
- (4) Commercial Sales Practices (CSP) disclosure.

The offeror must complete and upload the following documents to the eOffer application:

- (1) Readiness Assessment for Prospective Offerors,
- (2) Financial Statements,
- (3) Previous FSS program cancellations and rejections, pending offers for other Schedule contracts, and awarded Schedule contracts,
- (4) Agent Authorization Letter (if applicable),
- (5) Technical Proposal,
- (6) Price Proposal Template,
- (7) Supporting Pricing Documentation,
- (8) Price Narrative,
- (9) Commercial Price List or Market Rate Sheet (if applicable).

(h) **Withdrawal of Offer:** The offeror may withdraw its offer from consideration at any time prior to award or rejection by withdrawing it in eOffer. If an offer is withdrawn, a new offer can be resubmitted at a later date. Information saved from the previous withdrawn offer can be copied over to the new offer, excluding uploaded documents.

(i) The proposal instructions in SCP-FSS-001-N are common to all solicitations. Some Schedules and SINS have additional requirements specific to that particular Schedule or SIN. Please review the

solicitation attachments “Read Me First” and/or “Critical Information” for specific Schedule or SIN requirements.

(j) All offerors must comply with the following:

(1) Section I – Administrative/Contract Data

i. A designated Authorized Negotiator who is also a company officer (i.e., President, CEO, CFO, etc.) must complete (or have completed within one year of the date of offer submission) the *Pathway to Success* training. This free, web-based self-assessment is available through the Vendor Education Center (VEC), which can be accessed directly at <https://gsafas.secure.force.com/MASTrainingHome> or through the Vendor Support Center (<http://vsc.gsa.gov>) by selecting the “Education” tab and then “Pathway to Success.” The training session is less than two hours total and covers the major factors vendors should consider prior to submitting an offer to GSA. eOffer will verify the name of the person that completed the *Pathway to Success* training and the date of completion.

ii. The offeror must complete and submit the *Readiness Assessment for Prospective Offerors*. This free, web-based self-assessment is available through the Vendor Education Center (VEC), which can be accessed directly at <https://gsafas.secure.force.com/MASTrainingHome> or through the Vendor Support Center (<http://vsc.gsa.gov>) by selecting the “Education” tab and then “Vendor Toolbox (Readiness Assessment).” The Readiness Assessment must be completed by a company officer (i.e., President, CEO, CFO, etc.) and completed/dated within the past one-year period. This tool is designed to assist vendors in determining whether they are ready to pursue a Schedule contract and prepares them to navigate the Schedule proposal process.

iii. The offeror must be registered with the System for Award Management (SAM) at <http://www.sam.gov>. The information provided must be current, accurate, and complete, and reflect the North American Industrial Classification System (NAICS) code(s) for this solicitation and the SINs proposed. SAM consolidates the information previously contained in the Central Contractor Registration (CCR), Excluded Parties List System (EPLS), and Online Representations and Certifications Application (ORCA) databases.

iv. The offeror must provide the following, as applicable:

(A) A copy of any cancellation letters received within the preceding two-year period for previously awarded Schedule contracts,

(B) A copy of any rejection notices received within the preceding two-year period for previously submitted Schedule offers,

(C) If a contract was previously awarded under THIS Schedule, and it was subsequently cancelled or allowed to expire due to low sales, a detailed description of the steps the offeror plans to take to generate sales through a new contract that includes the following:

1) A copy of the cancellation letter or notification of determination not to exercise an option,

2) Current Federal sales in excess of \$25,000, as evidenced by copies of contractual documents that identify the Federal entity and the date and value of the product or services provided,

3) Demonstration that there is a reasonable expectation that any future award will comply with clause I-FSS-639 *Contract Sales Criteria*,

4) A marketing plan detailing the steps you plan to take to generate sales through a new GSA Schedule contract.

(D) Information regarding any pending offers under other Schedules, to include the name and phone number of the assigned GSA contract specialist,

(E) Information regarding any currently awarded GSA Schedule contracts, to include the awarded contract number and price list.

v. The offeror must provide financial statements for the previous two-year period (audited, if available). At a minimum, each financial statement must consist of a balance sheet and income statement. GSA will use this information to determine financial responsibility. Provide an explanation for any negative financial information disclosed, including negative equity or income. Offerors may be required to provide letters of credit or other documentation to demonstrate that adequate financial resources are available. In accordance with Federal Acquisition Regulation (FAR) 9.103(a), contracts will only be awarded to responsible prospective contractors. To be determined responsible, an offeror must have adequate financial resources to perform the contract or the ability to obtain them. Note that 1.) submission of a GSA Form 527 does not meet the aforementioned requirements, and 2.) offerors are NOT to submit tax returns.

vi. The offeror must prepare and submit a Small Business Subcontracting Plan, if applicable. The offeror is to complete the Small Business Subcontracting Plan module in eOffer if, pursuant to the applicable NAICS codes and size standards, the offeror is determined to be other than a small business concern for purposes of this solicitation. Large businesses, nonprofit organizations, and educational institutions are advised of the requirement to submit a Small Business Subcontracting Plan as detailed in clause 552.219-72 *Preparation, Submission, and Negotiation of Subcontracting Plans*, incorporated by reference. The Government will review each plan to ensure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiation, along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the contracting officer prior to award. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your offer.

Note: GSA's subcontracting goals can be found at the following website:
<https://www.sba.gov/contracting/contracting-officials/goaling>.

vii. Unless otherwise requested, the offeror shall not submit brochures, newsletters, or other marketing materials.

viii. An Agent Authorization Letter must be completed and submitted as part of the offer if a consultant or third-party agent assisted in the preparation of the offer, will be involved in any part of the negotiation of the offer, or will be involved in any post-award actions. The template for the Agent Authorization Letter can be found as an attachment to the solicitation. The Agent Authorization Letter has both pre- and post-award delegations. For any resultant contract, the contractor is responsible for initiating a modification to ensure all authorized negotiators and delegations are up-to-date (e.g., removing an authorized negotiator that only has pre-award delegations).

(2) Section II – Technical Proposal

The offeror must address the three technical proposal factors below.

i. Factor One - Corporate Experience: The offeror must submit a narrative description of its corporate experience. This narrative cannot exceed two pages and must address the following:

(A) The number of years of corporate experience in providing the products/services described under this Schedule, regardless of the specific products/services being proposed – a minimum of two (2) years of corporate experience is required,

(B) Organization's number of employees, experience in the field, and resources available to enable it to fulfill requirements,

(C) Brief history of the offeror's activities contributing to the development of expertise and capabilities related to this requirement,

(D) Information that demonstrates the offeror's organizational and accounting controls,

(E) A description of the resources presently in-house or the ability to acquire the type and kinds of personnel/products proposed,

(F) A description of how the offeror intends to market the proposed products/services to Federal clients,

(G) A discussion regarding the intended use of subcontractors.

ii. **Factor Two - Past Performance:** The offeror must order and obtain a Past Performance Evaluation from Open Ratings, Inc. (ORI). Offerors are responsible for payment to ORI for the Past Performance Evaluation.

(A) Past Performance Evaluations are valid for a period of one year from the date of issuance by ORI. If the evaluation was issued more than one year prior to the date of proposal submission via eOffer, the proposal will be rejected.

(B) The order form must be completed with a minimum of six (6) customer references submitted. A "customer reference" is defined as a person or company that has purchased relevant products/services from the offeror. The offeror is advised to use references from projects involving products/services related to this solicitation and/or those performed under NAICS code(s) applicable to proposed products/services.

(C) The offeror must submit one (1) copy of the completed Past Performance Evaluation and one (1) copy of the order form with its proposal. Failure to submit the completed evaluation and order form will result in rejection of the proposal.

(D) The offeror must address any negative feedback for each of the feedback categories contained in the ORI report, to include actions taken to minimize the problems that resulted in negative feedback.

iii. **Factor Three - Quality Control:** The offeror is to submit a single narrative for this factor, regardless of the number of products/services offered. This narrative cannot exceed two (2) pages and must address the following:

(A) A description of internal review procedures that facilitate high-quality standards,

(B) Identification of individuals responsible for ensuring quality control,

(C) Whether or not subcontractors are used and, if so, the quality control measures used to ensure acceptable subcontractor performance,

(D) How potential problem areas and solutions are handled,

(E) The procedures for ensuring quality performance when meeting urgent requirements,

(F) How quality control will be managed when completing multiple projects for multiple agencies simultaneously.

(3) Section III – Price Proposal

i. GSA's pricing goal is to obtain equal to or better than the offeror's Most Favored Customer (MFC) pricing under the same or similar terms and conditions. GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers. However, offers that propose Most

Favored Customer pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted. The U.S. Government Accountability Office has specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers."

ii. Submit proposed pricing using the attached Price Proposal Template. The Price Proposal Template MUST be submitted in Microsoft Office Excel format. The proposed pricing structure must be consistent with the offeror's commercial practices. Pricing must be clearly identified as based either on a "Commercial Price List" or a "Commercial Market Price," as defined in FAR 2.101 (see "Catalog Price" and "Market Prices" under the definition of "Commercial Item").

(A) If the MFC is a Federal agency, but sales exist to commercial customers, identify which, if any, of the commercial customers receive the offeror's best price. This will allow the Government to establish a "basis of award" customer in accordance with paragraph (a) of clause 552.238-75 *Price Reductions*.

(B) Proposed prices must include the 0.75% Industrial Funding Fee (IFF) (see contract clause 552.238-74 *Industrial Funding Fee and Sales Reporting*). This fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

iii. Provide supporting documentation for EACH proposed product/service price. Supporting pricing documentation may consist of published and publicly-available commercial catalogs/price lists, copies of invoices, contracts, quote sheets, etc., and must be submitted with the offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be clearly labeled with the name of the corresponding proposed product/service.

iv. The offeror must submit a detailed price narrative containing sufficient information for each of the products/services offered to enable the contracting officer to determine that offered prices are fair and reasonable. For example, if a price offered to GSA is not equal to or better than the price offered to the offeror's designated Most Favored Customer, the narrative must explain the rationale for proposing such a price in a manner sufficient to enable the contracting officer to determine that the rate is fair and reasonable. Any deviation from the offeror's commercial sales practices must be explained, including the specific circumstances and frequency of the deviations.

The offeror must also propose a mechanism for future price adjustments, as detailed below:

(A) If pricing proposed in the Price Proposal Template is based on a commercial price list, submit a copy of the company's current, dated price list, catalog, or standard rate sheet (note that this must be an existing, standalone document, and not prepared for purposes of this solicitation). Future price adjustments for pricing based on a commercial price list are subject to clause 552.216-70 *Economic Price Adjustment – Multiple Award Schedule Contracts*.

OR

(B) If pricing proposed in the Price Proposal Template is based on commercial market prices, future price adjustments are subject to clause I-FSS-969 *Economic Price Adjustment – FSS Multiple Award Schedule*. The offeror must either propose a fixed annual escalation rate or identify a relevant market indicator (e.g., the Bureau of Labor Statistics Employment Cost Index).

v. Travel will be handled in accordance with clause C-FSS-370 *Contractor Tasks/Special Requirements*. Costs for transportation, lodging, meals and incidental expenses are allowable subject to the limitations contained in the Federal Travel Regulations and/or Joint Travel Regulations. These costs should not be included in proposed prices, as they

are to be coordinated at the order level.

vi. Complete the Commercial Sales Practices Format (CSP-1) in eOffer in accordance with instructions provided. Provide a rationale for the given estimate of GSA contract annual sales.

(k) Raising the Bar

In an effort to raise standards under the FSS program, the following requirements have been highlighted in all solicitations and are relevant to this Schedule, as applicable:

(1) AbilityOne Program Products

The AbilityOne Program is a Federal procurement program that generates jobs for individuals who are blind or have another significant disability. In order to distribute AbilityOne products, a vendor must be an authorized AbilityOne Program distributor as designated by the U.S. AbilityOne Commission.

Certain commercial products are considered “essentially the same” (ETS) as AbilityOne products. Because AbilityOne products are mandatory purchases for Federal customers, an offeror that is not an authorized AbilityOne distributor is required to remove any ETS items from its FSS proposal. Offerors can search for products on the procurement list at https://www.abilityone.gov/procurement_list/.

For more information on the AbilityOne Program, ETS products, and becoming an authorized AbilityOne distributor, please visit www.abilityone.gov/, or contact Mr. Mike Jurkowski at mjurkowski@abilityone.gov/ 703-603-2117.

(2) Manufacturer Part Number and Universal Product Code Data

Manufacturer Part Number (MPN) data must be submitted for all products. The offeror must ensure that the MPN for each proposed product reflects the actual number assigned. Universal Product Code Type A (UPC-A) data must also be submitted for all products for which this information is commercially available. If MPN (and UPC-A data, if commercially available) is submitted incorrectly or not submitted, the associated product may not be awarded.

(3) GSA Advantage Purchase Order (PO) Portal

The offeror must use EDI, cXML or the GSA Advantage Purchase Order (PO) Portal to provide order acknowledgment information that enables ordering agencies to track the location of an order at any time, from the moment the order is shipped, to the point of delivery and acceptance.

The GSA Advantage Purchase Order (PO) Portal, which is accessible at <https://www.poportal.gsa.gov/poportal/welcome.do> gives GSA schedule contractors quick and easy access to purchase orders placed by federal agencies using GSA Advantage or eBuy. The PO Portal allows contractors to view, print and/or download orders and to send order acknowledgment/status directly to ordering agencies.

For more information on the PO portal review the PO Portal helpguide at: https://www.gsaadvantage.gov/images/products/elib/pdf_files/pohp.pdf.

(4) Frustrated Freight (applicable only to overseas delivery)

The offeror must demonstrate understanding of orders bound for an international end-point delivery by providing a sample electronic version of a label appropriately marked in accordance with the FED-STD-123 and MIL-STD-129 edition in effect as of the date of solicitation issuance. An offer for OCONUS delivery will not be accepted if the offer does not demonstrate a proper tracking system and provide a sample packaging label for international delivery.

(5) Section 508 Standards

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities.

Offerors must identify whether a proposed Information and Communication Technology (ICT) product or service is compliant with the Section 508 accessibility standards at 36 CFR 1194. The offer must also identify where full details of compliance can be found (e.g., vendor's website or other exact location.) For more information on Section 508 standards visit <https://www.section508.gov/>.

(6) Full-Product and Broad-Service Offerings

The offeror must provide a full and broad array of proposed products/services. An offer will not be accepted with limited product/service offerings unless it represents a total solution for the proposed SINs.

(7) Fair and Reasonable Pricing

To determine fair and reasonable pricing, the GSA contracting officer may consider many factors, including pricing on competitor contracts, historical pricing, and currently available pricing in other venues. Offers that propose Most Favored Customer pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted.

Begin Regulation

SCP-FSS-001-S INSTRUCTIONS APPLICABLE TO SUCCESSFUL FSS PROGRAM CONTRACTORS (APR 2019)

(a) Offers can be submitted per the streamlined instructions detailed under this provision provided that the contractor meets ALL of the following criteria (otherwise the offer must be submitted in accordance with SCP-FSS-001-N *Instructions Applicable to New Offerors*):

- (1) The contractor has an existing FSS program contract under this Schedule and is submitting a new offer for the same SINs.
- (2) Sales under the existing contract have averaged a minimum of \$25,000 per year for the previous five years of reported sales.
- (3) There is a demonstrated pattern of satisfactory past performance under the existing contract.

(b) Read the entire solicitation document prior to preparation of your offer.

(c) Electronic submission of offers via GSA's eOffer web-based application (<http://eOffer.gsa.gov>) is mandatory.

(d) Offers must be current, concise, and complete, and demonstrate a thorough understanding of solicitation requirements. By submission of an offer, the offeror attests that there have been no exceptions taken to the terms and conditions of this solicitation unless otherwise explicitly identified as required in eOffer (see "Exceptions to Terms and Conditions" under the Standard Response module).

(e) By submission of an offer, the offeror attests that it understands and agrees to comply with the requirements of clause 552.238-74 *Industrial Funding Fee and Sales Reporting*.

(f) In addition to full compliance with the requirements of this provision (SCP-FSS-001-S), the offeror must also comply with the following provisions, as applicable. Failure to comply with an applicable provision will result in rejection of the offer.

- (1) SCP-FSS-002 *Specific Proposal Instructions for Services* – Applies to all offers that propose

services, with the exception of Schedule 70 and 00CORP. The offeror must comply with all requirements under this provision with the exception of (d)(2) Section II - Technical Proposal (Factor Four - Relevant Project Experience), which is not applicable to streamlined offers.

(2) SCP-FSS-003 *Specific Proposal Instructions for Products* – Applies to all offers that propose products, with the exception of Schedule 70. The offeror must comply with all requirements under this provision.

(3) SCP-FSS-004 *Specific Proposal Instructions for Schedule 70* – Applies only to offers submitted under Schedule 70 - General Purpose Commercial Information Technology Equipment, Software, and Services. The offeror must comply with all requirements under this provision with the exception of (d) Section II - Technical Proposal (Factor Four - Relevant Project Experience), which is not applicable to streamlined offers.

(4) SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751* – Applies only to offers submitted under Schedule 751 - Leasing of Automobiles and Light Trucks. The offeror must comply with all requirements under this provision.

(5) SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V* – Applies only to offers submitted under Schedule 23V - Automotive Superstore. The offeror must comply with all requirements under this provision.

(6) SCP-FSS-008 *Specific Proposal Instructions for Schedule 00CORP* – Applies only to offers submitted under Schedule 00CORP – Professional Services Schedule (PSS). The offeror must comply with all requirements under this provision with the exception of (c) Section II – Technical Proposal (Factor Four – Relevant Project Experience), which is not applicable to streamlined offers.

Offerors proposing both products and services must comply with the streamlined requirements of SCP-FSS-002 and SCP-FSS-003, as detailed above. Offers submitted under Schedule 70 are required to comply with the streamlined requirements of SCP-FSS-004 only, regardless of whether products and/or services are offered. Offers submitted under Schedule 00CORP are required to comply with the streamlined requirements of SCP-FSS-008 and SCP-FSS-003.

(g) The following documentation requirements are completed directly through the eOffer application:

- (1) Active System for Award Management (SAM) registration verification,
- (2) Small Business Subcontracting Plan (if applicable),
- (3) Commercial Sales Practices (CSP) disclosure.

The offeror must complete and upload the following documents to the eOffer application:

- (1) Previous FSS cancellations and rejections, pending offers for other Schedule contracts, and awarded Schedule contracts,
- (2) Agent Authorization Letter (if applicable),
- (3) Technical Proposal,
- (4) Price Proposal Template,
- (5) Supporting Pricing Documentation,
- (6) Price Narrative,
- (7) Commercial Price List or Market Rate Sheet (if applicable).

(h) **Withdrawal of Offer:** The offeror may withdraw its offer from consideration at any time prior to award or rejection by withdrawing it in eOffer. If an offer is withdrawn, a new offer can be resubmitted

at a later date. Information saved from the previous withdrawn offer can be copied over to the new offer, excluding uploaded documents.

(i) The streamlined proposal instructions in SCP-FSS-001-S are common to all solicitations. Some Schedules and SINs have additional requirements specific to that particular Schedule or SIN. Please review the solicitation attachments “Read Me First” and/or “Critical Information” for specific Schedule or SIN requirements.

(j) All offerors must comply with the following:

(1) Section I – Administrative/Contract Data

(i.) The offeror must be registered with the System for Award Management (SAM) at <http://www.sam.gov>. The information provided must be current, accurate, and complete, and reflect the North American Industrial Classification System (NAICS) code(s) for this solicitation and the SINs proposed. SAM consolidates the information previously contained in the Central Contractor Registration (CCR), Excluded Parties List System (EPLS), and Online Representations and Certifications Application (ORCA) databases.

(ii.) The offeror must provide the following, as applicable:

(A) A copy of any cancellation letters received within the preceding two-year period for previously awarded Schedule contracts,

(B) A copy of any rejection notices received within the preceding two-year period for previously submitted Schedule offers,

(C) Information regarding any pending offers under other Schedules, to include the name and phone number of the assigned GSA contract specialist,

(D) Information regarding any currently awarded GSA Schedule contracts, to include the awarded contract number and price list.

(iii.) The offeror must prepare and submit a Small Business Subcontracting Plan, if applicable. The offeror is to complete the Small Business Subcontracting Plan module in eOffer if, pursuant to the applicable NAICS codes and size standards, the offeror is determined to be other than a small business concern for purposes of this solicitation. Large businesses, nonprofit organizations, and educational institutions are advised of the requirement to submit a Small Business Subcontracting Plan as detailed in clause 552.219-72 *Preparation, Submission, and Negotiation of Subcontracting Plans*, incorporated by reference. The Government will review each plan to ensure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiation, along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the contracting officer prior to award. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your offer. Note: GSA's subcontracting goals can be found at the following website: <https://www.sba.gov/contracting/contracting-officials/goaling>.

(iv.) Unless otherwise requested, the offeror shall not submit brochures, newsletters, or other marketing materials.

(v.) An Agent Authorization Letter must be completed and submitted as part of the offer if a consultant or third-party agent assisted in the preparation of the offer, will be involved in any part of the negotiation of the offer, or will be involved in any post-award actions. The template for the Agent Authorization Letter can be found as an attachment to the solicitation. The Agent Authorization Letter has both pre- and post-award delegations. For any resultant contract, the contractor is responsible for initiating a modification to ensure all authorized negotiators and delegations are up-to-date (*e.g.*, removing an authorized negotiator that only has pre-award delegations).

(2) Section II – Technical Proposal

The two technical proposal factors are below. The offeror is required to address Quality Control. The submission of data in support of Past Performance is optional.

(i.) Quality Control: The offeror is to submit a single narrative for this factor, regardless of the number of products/services offered. This narrative cannot exceed two (2) pages and must address the following:

- (A) A description of internal review procedures that facilitate high-quality standards,
- (B) Identification of individuals responsible for ensuring quality control,
- (C) Whether or not subcontractors are used and, if so, the quality control measures used to ensure acceptable subcontractor performance,
- (D) How potential problem areas and solutions are handled,
- (E) The procedures for ensuring quality performance when meeting urgent requirements,
- (F) How quality control will be managed when completing multiple projects for multiple agencies simultaneously.

(ii.) Past Performance: The offeror is not required to address this factor, as past performance will be evaluated based on existing information available to the contracting officer. The offeror may submit relevant past performance references if desired but is not required to. If submitting relevant past performance references please include point of contact information for each.

(3) Section III - Price Proposal

(i.) GSA's pricing goal is to obtain equal to or better than the offeror's Most Favored Customer (MFC) pricing under the same or similar terms and conditions. GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers. However, offers that propose Most Favored Customer pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted. The U.S. Government Accountability Office has specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers."

(ii.) Submit proposed pricing using the attached Price Proposal Template. The Price Proposal Template MUST be submitted in Microsoft Office Excel format. The proposed pricing structure must be consistent with the offeror's commercial practices. Pricing must be clearly identified as based either on a "Commercial Price List" or a "Commercial Market Price," as defined in FAR 2.101 (see "Catalog Price" and "Market Prices" under the definition of "Commercial Item").

(A) If the MFC is a Federal agency, but sales exist to commercial customers, identify which, if any, of the commercial customers receive the contractor's best price.

(B) Proposed prices must include the 0.75% Industrial Funding Fee (IFF) (see contract clause 552.238-74 *Industrial Funding Fee and Sales Reporting*). This fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

(iii.) Provide supporting documentation for EACH proposed product/service price. Supporting pricing documentation may consist of published and publicly available commercial catalogs/price lists, copies of invoices, contracts, quote sheets, *etc.*, and must be submitted with the offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be clearly labeled with the name of the corresponding proposed

product/service.

(iv.) The offeror must submit a detailed price narrative containing sufficient information for each of the products/services offered to enable the contracting officer to determine that offered prices are fair and reasonable. For example, if a price offered to GSA is not equal to or better than the price offered to the offeror's designated Most Favored Customer, the narrative must explain the rationale for proposing such a price in a manner sufficient to enable the contracting officer to determine that the rate is fair and reasonable. Any deviation from the offeror's commercial sales practices must be explained, including the specific circumstances and frequency of the deviations.

The offeror must also propose a mechanism for future price adjustments, as detailed below:

(A) If pricing proposed in the Price Proposal Template is based on a commercial price list, submit a copy of the company's current, dated price list, catalog, or standard rate sheet (note that this must be an existing, standalone document, and not prepared for purposes of this solicitation). Future price adjustments for pricing based on a commercial price list are subject to clause 552.216-70 *Economic Price Adjustment – Multiple Award Schedule Contracts*.

OR

(B) If pricing proposed in the Price Proposal Template is based on commercial market prices, future price adjustments are subject to clause I-FSS-969 *Economic Price Adjustment – FSS Multiple Award Schedule*. The offeror must either propose a fixed annual escalation rate or identify a relevant market indicator (e.g., the Bureau of Labor Statistics Employment Cost Index).

(v.) Travel will be handled in accordance with clause C-FSS-370 *Contractor Tasks/Special Requirements*. Costs for transportation, lodging, meals and incidental expenses are allowable subject to the limitations contained in the Federal Travel Regulations and/or Joint Travel Regulations. These costs should not be included in proposed prices, as they are to be coordinated at the order level.

(vi.) Complete the Commercial Sales Practices Format (CSP-1) in eOffer in accordance with the instructions provided. Provide a rationale for the given estimate of GSA contract annual sales.

(k) Raising the Bar

In an effort to raise standards under the FSS program, the following requirements have been highlighted in all solicitations and are relevant to this Schedule, as applicable:

(1) AbilityOne Program Products

The AbilityOne Program is a Federal procurement program that generates jobs for individuals who are blind or have another significant disability. In order to distribute AbilityOne products, a vendor must be an authorized AbilityOne Program distributor as designated by the U.S. AbilityOne Commission.

Certain commercial products are considered “essentially the same” (ETS) as AbilityOne products. Because AbilityOne products are mandatory purchases for Federal customers, an offeror that is not an authorized AbilityOne distributor is required to remove any ETS items from its FSS proposal. Offerors can search for products on the procurement list at https://www.abilityone.gov/procurement_list/.

or more information on the AbilityOne Program, ETS products, and becoming an authorized AbilityOne distributor, please visit www.abilityone.gov/, or contact Mr. Mike Jurkowski at mjurkowski@abilityone.gov/ 703-603-2117.

(2) Manufacturer Part Number and Universal Product Code Data

Manufacturer Part Number (MPN) data must be submitted for all products. The offeror must ensure that the MPN for each proposed product reflects the actual number assigned. Universal Product Code Type A (UPC-A) data must also be submitted for all products for which this information is commercially available. If MPN (and UPC-A data, if commercially available) is submitted incorrectly or not submitted, the associated product may not be awarded.

(3) GSA Advantage Purchase Order (PO) Portal

The offeror must use EDI, cXML or the GSA Advantage Purchase Order (PO) Portal to provide order acknowledgment information that enables ordering agencies to track the location of an order at any time, from the moment the order is shipped, to the point of delivery and acceptance.

The GSA Advantage Purchase Order (PO) Portal, which is accessible at <https://www.poportal.gsa.gov/poportal/welcome.do> gives GSA schedule contractors quick and easy access to purchase orders placed by federal agencies using GSA Advantage or eBuy. The PO Portal allows contractors to view, print and/or download orders and to send order acknowledgment/status directly to ordering agencies.

For more information on the PO portal review the PO Portal helpguide at: https://www.gsaadvantage.gov/images/products/elib/pdf_files/pohp.pdf.

(4) Frustrated Freight (applicable only to overseas delivery)

The offeror must demonstrate understanding of orders bound for an international end-point delivery by providing a sample electronic version of a label appropriately marked in accordance with the FED-STD-123 and MIL-STD-129 edition in effect as of the date of solicitation issuance. An offer for OCONUS delivery will not be accepted if the offer does not demonstrate a proper tracking system and provide a sample packaging label for international delivery.

(5) Section 508 Standards

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities.

Offerors must identify whether a proposed Information and Communication Technology (ICT) product or service is compliant with the Section 508 accessibility standards at 36 CFR 1194. The offer must also identify where full details of compliance can be found (e.g., vendor's website or other exact location.) For more information on Section 508 standards visit <https://www.section508.gov/>.

(6) Full-Product and Broad-Service Offerings

The offeror must provide a full and broad array of proposed products/services. Offers will not be accepted with limited product/service offerings unless it represents a total solution for the proposed SINs.

(7) Fair and Reasonable Pricing

To determine fair and reasonable pricing, the GSA contracting officer may consider many factors, including pricing on competitor contracts, historical pricing, and currently available pricing in other venues. Offers that propose Most Favored Customer pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted.

Begin Regulation

SCP-FSS-002 SPECIFIC PROPOSAL INSTRUCTIONS FOR SERVICES (FEB 2016)

- (a) Read the entire solicitation document prior to preparation of an offer.
- (b) The Offeror must comply with the instructions outlined in either SCP-FSS-001-N *Instructions Applicable to New Offerors* or SCP-FSS-001-S *Instructions Applicable to Successful FSS Program Contractors*, as applicable.
- (c) The proposal instructions in SCP-FSS-002 are common to all solicitations that include services (except Schedule 70). Some Schedules and SINs have additional requirements specific to that particular Schedule or SIN. Please review the solicitation attachments “Read Me First” and “Critical Information” for additional information, requirements, and terms and conditions specific to a particular Schedule or SIN.
- (d) Offerors proposing services must also comply with the following:

(1) Section I Administrative/Contract Data –

- (i) Complete the Summary of Offer document.

(2) Section II Technical Proposal

The Offeror must address a fourth technical factor as described below:

- (i) Factor Four – Relevant Project Experience: The Offeror must submit a narrative demonstrating relevant project experience. A narrative is required for each proposed services SIN and must include the following:

(A) A description of two (2) relevant projects, not to exceed four (4) pages per project. Each description must clearly indicate the SIN to which it applies, and identify the specific services being proposed under that SIN. The projects must either have been completed within the last two years or be ongoing. For ongoing contracts with a base year and option years, at a minimum, the base year must have been completed; for multiyear task orders, at a minimum, the first year must have been completed.

Each project description must also address the following elements:

- 1) Detailed description of SIN-relevant work performed and results achieved
- 2) Methodology, tools, and/or processes utilized in performing the work
- 3) Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.
- 4) Project schedule (i.e., major milestones, tasks, deliverables), including an explanation of any delays
- 5) How the work performed is similar in scope and complexity to the work solicited under the proposed SIN
- 6) Demonstration of required specific experience and/or special qualifications detailed under the proposed SIN.

The Offeror may use the same project in support of more than one SIN as long as the description clearly identifies the SIN-relevant work. All examples of completed services must have been deemed acceptable by the customer.

(B) For each project description, the following customer reference information must also be provided (this data is not counted towards the four-page-per-project limitation):

- (1) Customer/client name
- (2) Project name/contract number
- (3) Customer point of contact for project
- (4) Point of contact phone number and email

- (5) Project performance period (include months/years)
- (6) Dollar value of the entire project
- (7) Dollar value received for the work performed relevant to the SIN offered
- (8) Brief summary of the project as a whole (background, purpose, etc.)
- (9) A copy of the Statement of Work for the project

(C) If relevant project experience does not exist, the Offeror may substitute the relevant projects of predecessor companies or key personnel that will be performing major aspects of the work. If the Offeror chooses to make such a substitution, the narratives must clearly identify the entity or personnel that performed the services.

Note: Project Experience substitutions are not allowed for Schedule 84 Total Solutions for Law Enforcement, Security, Facility Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response.

(3) Section III Price Proposal:

(i) Offeror must address additional pricing requirements as described below: The Offeror has the option to propose separate rates for "domestic" versus "overseas" and/or "customer facility" versus "contractor facility" if there are variations in costs that depend on where the work is performed. Rates proposed in this manner must be clearly labeled as such and supported through the submission of supporting price documentation.

1. For each proposed labor category, the Offeror must provide a detailed position description. Position descriptions must include functional responsibilities, minimum years of experience, minimum educational/degree requirements, and any applicable training or certification requirements. If it is the Offeror's standard commercial practice to substitute experience for education, explain the methodology in use (*e.g.*, five years experience equates to a BA/BS degree). Once the contract is awarded, these descriptions will become part of the Authorized Federal Supply Schedule Price List. It is the responsibility of the offeror to post the approved descriptions to GSA *Advantage!*®.

2. Proposed prices must represent fully-burdened rates inclusive of all cost factors (*e.g.*, direct labor, indirect labor, G&A, profit, and IFB).

(ii) The Offeror must submit a Professional Compensation Plan in accordance with clause 52.222-46 *Evaluation of Compensation for Professional Employees*. Individual compensation disclosure is not required. Submission of the general compensation practices printed in the Offeror's employee handbook is often sufficient.

(iii) The Offeror must submit a copy of its policy that addresses uncompensated overtime, in accordance with clause 52.237-10 *Identification of Uncompensated Overtime*.

(iv) Service Contract Act: Applicable to this solicitation (Service Contract Act 52.222-41, and related clauses 52.222-42, 52.222-43, and 52.222-49)

1. The Service Contract Act (SCA) applies to all nonprofessional services to be provided under this Schedule except for any pricing offered for services outside of the United States. The SCA index of applicable wage determinations for this solicitation and resultant contract are shown in FedBizOpps document, "SCA Index of Wage Determinations." The full-text version of each wage determination can be viewed at www.wdol.gov. Some of the proposed labor categories may be subject to the SCA (usually nonprofessional categories). As such, the Offeror should verify that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCA wage determination rates and fringe benefits for the areas included in the geographic scope of the contract (*i.e.*, nationwide); the Offeror will be required to comply with applicable SCA wage determination rates and fringe benefits regardless of the price proposed and awarded on any resultant Schedule contract. The Offeror may be required to submit supporting

documentation for the proposed rates that will allow the contracting officer to conduct cost analysis to determine that offered prices are fair and reasonable.

2. Schedule contractors must comply with the base rate and fringe benefit rate requirements of the prevailing rate SCA Wage Determination (WD) Revision Number currently incorporated into the GSA Schedule contract. No prevailing rate WD may be incorporated into a task order as the order may then be in conflict with the Schedule contract terms and conditions. However, WDs based on collective bargaining agreements (CBAs) may be incorporated into a task order if the task order is found to be a successor contract as used in FAR Subpart 22.10; a CBA WD would be applicable only to the task order it is incorporated into and no other orders under that Schedule contract.

3. In the price proposal, indicate which proposed labor categories are subject to the SCA by placing a double asterisk (**) next to the labor category name.

4. The following paragraph is meant to be instructive and NOT to be copied as part of proposed Schedule pricing:

For all the Offeror's identified SCA-eligible labor categories, map them to the SCA-equivalent labor category title (titles/descriptions available at <http://www.wdol.gov> - click on the "library" link, then download the SCA Directory of Occupations, 5th Edition). Also identify the WD# that the labor categories in your offer are predicated on. Note that the applicable revision number for any Wage Determination number is the revision number identified in the solicitation index of wage determinations.

5. There are two possible strategies for determining price adjustments under SCA-eligible labor categories. All price adjustments under SCA-eligible labor categories shall be in accordance with clause 52.222-43.

52.222-43 Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts). Price adjustments for SCA-applicable labor categories shall be in accordance with clause 52.222-43 *Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts)*. When a modification is issued to all contract holders incorporating a revised index of wage determinations, contractors shall notify the contracting officer of any increase/decrease claimed under clause 52.222-43 within 30 calendar days after receipt of the modification.

In addition to clause 52.222-43, one of the following two methods of escalation will be awarded.

Method 1: An escalation method is negotiated prior to award in accordance with the clause I-FSS-969 *Economic Price Adjustment - FSS Multiple Award Schedule*, utilizing any of the methods available in the solicitation under that clause.

OR

Method 2: When the offered prices are based upon a commercial price list, only revisions in the commercial price list will enable the contractor to revise Schedule contract prices. Schedule contract price increases will be allowed only in accordance with clause 552.216-70 *Economic Price Adjustment - FSS Multiple Award Schedule Contracts*.

Regardless of the method used, the contractor must ensure that within 30 calendar days after the effective date of any contract modification to revise pricing based on changes in the applicable wage determination(s), the contractor's electronic catalog is updated on GSA Advantage!®.

Note 1: The contractor will not automatically be allowed an increase in prices

based solely on new wage determinations.

Note 2: Reference Code of Federal Regulations, Title 29, Labor, Subtitle A Office of the Secretary of Labor, Part 4 Labor Standards for Federal Service Contracts, Subpart D Compensation Standards, paragraph 4.161 Minimum monetary wages under contracts exceeding \$2,500, which states: "No change in the obligation of the contractor or subcontractor with respect to minimum wages will result from the mere fact that higher or lower wage rates may be determined to be prevailing for such employees in the locality after the award and before completion of the contract."

6. Utilize the following spreadsheet format (labor categories shown are for example purposes):

SCA Matrix		
SCA Eligible Contract Labor Category	SCA Equivalent Code Title	WD Number
Secretary	01115 General Clerk I	052059
Driver	31361 Truck driver, Light Truck	052059
Engineering Technician	29081 Engineering Technician I	052059
Administrative Assistant	01011 Accounting Clerk I	052059

7. Insert the following language below the above SCA matrix and insert both (matrix and language) at the end of the proposed GSA price list.

"The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the indicated (**) SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e. nationwide). "

Begin Regulation

SCP-FSS-007 SPECIAL PROPOSAL INSTRUCTIONS FOR ORDER-LEVEL MATERIALS SPECIAL ITEM NUMBER (JUN 2018)

(a) This Schedule is authorized to allow for order-level materials (OLMs) in accordance with GSAR 538.7201. A listing of all OLM-authorized Schedules is available at www.gsa.gov/olm.

(b) Clauses 552.212-4 *Contract Terms and Conditions - Alternate I* and 552.238-82 *Special Ordering Procedures for the Acquisition of Order-Level Materials* provide additional information on inclusion of OLMs in task and delivery orders placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA).

(c) OLMs are only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN) and are subject to a Not To Exceed (NTE) ceiling price.

(d) Offerors proposing the Order-Level Materials Special Item Number (SIN) are not required to propose items or pricing at the contract level, since by definition OLMs are *unknown* at the time of FSS contract award. The ordering activity contracting officer is responsible for defining OLMs and determining proposed OLM pricing fair and reasonable for a particular order.

(e) OLMs are purchased under the authority of the FSS Program and are not "open market items."

(f) Items awarded under ancillary supplies/services and other direct cost (ODC) SINs are not OLMs.

These SINs are reserved for items that can be defined and priced *up-front* at the FSS contract level.

(g) The Order-Level Materials SIN cannot be the only SIN awarded on a contract. The Order-Level Materials SIN is only authorized for use in direct support of another awarded SIN.

(h) The Order-Level Materials SIN is exempt from CSP-1 *Commercial Sales Practices* disclosure requirements.

(i) The Order-Level Materials SIN is exempt from the following clauses:

552.216-70 Economic Price Adjustment - FSS Multiple Award Schedule Contracts

I-FSS-969 Economic Price Adjustment - FSS Multiple Award Schedule

552.238-71 Submission and Distribution of Authorized FSS Schedule Pricelists

552.238-75 Price Reductions

(j) Terms and conditions that otherwise apply to the FSS contract also apply to the Order-Level Materials SIN. Examples include but are not limited to:

Trade Agreements Act (TAA)

Sales reporting and Industrial Funding Fee (IFF) remittance

Environmental Attributes clauses

AbilityOne Program Essentially the Same (ETS) compliance

(k) Prices for items provided under the Order-Level Materials SIN must be inclusive of the IFF. The value of order-level materials in a task or delivery order [or the cumulative value of order-level materials in orders against an FSS BPA] awarded under an FSS contract, shall not exceed 33.33% .

(l) There are no administrative, technical, or price proposal requirements for the Order-Level Materials SIN (i.e., Section I - Administrative/Contract Data, Section II - Technical Proposal, and Section III - Price Proposal). The Order-Level Materials SIN will be awarded when proposed by an offeror, provided that (1) the Schedule is authorized for inclusion of OLMs, and (2) the Order-Level Materials SIN will not be the only awarded SIN under the contract.

Begin Regulation

552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (JAN 2016)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, and women-owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$700,000 (\$1,500,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

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Part I - GOODS & SERVICES

Notice: The GSA Multiple Award Schedule (MAS) program has recently experienced a tremendous increase in new offers. Due to the large number of new offers currently in process, it could take up to 12 months before your offer is evaluated.

GSA's practice is to evaluate offers in the order in which they are received. However, GSA may give priority to processing certain offers when circumstances dictate, such as when a federal agency Contracting Officer specifically requests an expedited offer review in order to meet a pending requirement that will be procured under the MAS program, or when there is a need for GSA to bring strategically critical new products or services to market in order to meet federal customer needs.

Vendors will be required to utilize the SAM system (www.sam.gov) in place of the following legacy systems:

- Central Contractor Registration (CCR)
- Excluded Parties List System (EPLS)
- Online Representations and Certifications Application (ORCA)

Future phases will include additional procurement systems such as eSRS, FBO and others. Visit the SAM website for additional information.

Scope of Schedule 738 X: Human Capital Management & Administrative Support Services

Overview:

Under the GSA Schedules Program (also referred to as Multiple Award Schedules and Federal Supply Schedules), GSA establishes long-term government-wide contracts with commercial firms to provide access to over four million commercial services and products. These can be ordered directly from GSA Schedule contractors or through the GSA Advantage! On-line shopping and ordering system.

Purpose:

The purpose of this Solicitation is to provide a full range of services to enable Federal agencies to meet their agency needs. There are sixteen (16) Special Item Numbers (SINs): 595-21, 595-2, 595-3, 595-4, 595-5, 595-6, 595-7, 595-8, 595-9, 595-10, 595-11, 595-22, 595-25, 595-26, 595-27 and 595-28. Offerors may submit a proposal on any one or combination of SIN(s) at any time, but each product or service may only be offered under one SIN.

Scope of Services:

The Contractor shall be capable of providing services for ordering agencies with multiple organizational levels and geographic locations nationwide and/or worldwide. The Contractor shall also be capable of handling multiple task orders simultaneously.

Offerors shall ensure employees meet training requirements. Offerors are to provide one Open Ratings report per proposal.

Overseas Differential Pay (PIN 2007-04 of 29 March 2007).

The purpose of this provision is to describe how overseas differential pay will be handled on any task orders issued pursuant to Federal Supply Schedule contracts for services.

Definition: Overseas differential pay includes many types of allowances, including Post (Cost of Living) Allowance, Post (Hardship) Differential, Living Quarter Allowance, Education Allowance, Foreign Per Diem, and Danger Pay Allowance. Contractor personnel may be required to perform services in areas designated by the Department of State as Danger Pay or Hardship Posts for a variety of reasons, including contingency operations, humanitarian or peacekeeping operations, military exercises and/or operations, or diplomatic missions.

The Department of State's Standardized Regulations (DSSR) provides the regulations governing allowances, differentials (i.e. Hardship Post and/or Danger Pay) and definitions for all designated areas for all U.S.

Government civilian employees. The DSSR provides for additional compensation for service in foreign locations where conditions of environment differ so substantially from conditions of environment in the continental U.S. that additional compensation is warranted and necessary as a recruitment or retention incentive. For U.S. Government civilian employees, hired in the United States, these are cumulative with a maximum of 35 percent each over the basic pay. (The cumulative maximum differential is 70 percent over basic pay, for an overall compensation of 170 percent of base pay.)

Applicability to contract performance: In order to facilitate contractor performance in areas where these differentials may be appropriate, this provision allows the use of the State Departments regulations and allowances as a basis for establishing differential labor rates on task orders. Information on current rates is available at the U.S. Department of State, Office of Allowances web site (http://aoprals.state.gov/Web920/default.asp?menu_id=95). If payment of a differential is determined appropriate by the task order contracting officer, that contracting officer may utilize any method to determine the labor rate (or additional price if pricing is based on other than labor rates) actually paid to the contractor. However, in no event shall the total price paid exceed the Schedule contract price plus the State Department compensation rate applicable to the locality in question.

Example: A task order is contemplated with performance in Kabul, Afghanistan. As of the date of the contractors quotation, the State Department allowance for this location is 70%. The contract rate for the labor category in question is \$100.00 per hour. Therefore, the maximum allowable differential rate for that labor category would be \$170.00 per hour.

Notice of the Federal Procurement Law Affecting All Electronic and Information Technology developed, procured, maintained, or used by the Federal Government (Section 508)SECTION 508 CONFORMANCE. Section 508 is a part of the Rehabilitation Act of 1973 which requires that Electronic and Information Technology (EIT) that is developed procured, maintained, or used, by the Federal government be accessible to persons with disabilities. On August 7, 1998, the President signed into law the Workforce Investment Act of 1998, which includes the Rehabilitation Act Amendments of 1998. Section 508 was originally added to the Rehabilitation Act in 1986; the 1998 amendments significantly expand and strengthen the technology accessibility requirements in Section 508.

Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, they shall ensure that the electronic and information technology allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

Section 508 Standards Applicable to this Effort:

The Section 508 standards in 36 CFR 1194 are incorporated into and made part of all task/delivery orders awarded under a GSA Schedule to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: <http://www.section508.gov> and <http://www.access-board.gov/sec508>.

Offerors providing EIT shall fully address all standards identified as applicable in each individual task/delivery order and are encouraged to maintain and provide a link to a designated area on their website that provides Section 508 and accessibility information for their EIT-related products and services. Compliance with the applicable Section 508 standards is a material requirement of this solicitation.

For SIN 595-25, EEO Services, Minimum Training Requirements required for investigators and mediators shall be in accordance with EEOC MD-110.

For SIN 595-21, Human Resource Services, Offerors are to provide a technical proposal for each service being offered under SIN 595-21. For example, if a company were to provide recruitment and outplacement services, they must provide a technical proposal for each service as outlined in provision SCP-FSS-001 and

SCP-FSS-002.

Note 1: Personal Services Contracts as defined in FAR 37.101 and FAR 37.104 are strictly prohibited. Agencies are prohibited from utilizing service contracts to augment government staff. A contractor is equally prohibited from knowingly offering to supplement government staff by engaging in a personal services contract/task order.

Note 2: Architect-Engineering (A/E) Services as that term is defined in FAR 36.601-4 are excluded from the Schedules Program. If the agency's statement of work, substantially or to a dominant extent, specifies performance or approval by a registered licensed architect or engineer for services related to real property, the Brooks Architect-Engineers Act applies and such services must be procured in accordance with FAR Part 36. Use of this schedule for Brooks Act architectural or engineering services is not authorized.

ORDERING PROCEDURES FOR PRODUCTS AND SERVICES:

Orders placed against a GSA Multiple Award Schedule (MAS) contract use the procedures under Federal Acquisition Regulation (FAR) 8.4, and are considered to be issued under full and open competition (see FAR 6.102(d)(3)). Ordering offices do not need to seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business programs. By placing an order against a GSA Schedule contract using the procedures in this section, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative to meet the government's needs.

IMPORTANT NOTICE:

1. The preferred method of purchasing under this solicitation is a fixed price. The fixed price shall be based on the unit price offered in the schedule contract. Further negotiations with the ordering agency are permitted.
2. All clauses and provisions found within the solicitation or incorporated by reference set forth by the Federal Acquisition Regulation (FAR) can be accessed on the Internet at: www.acquisition.gov.
3. All clauses and provisions found within the solicitation or incorporated by reference set forth by the General Services Administration Manual (GSAM) can be accessed on the Internet at: www.acquisition.gov.
4. FedBizOpps.gov is the single government point-of-entry for Federal government procurement opportunities, which can be accessed on the internet at: <https://www.fbo.gov/>.
5. Contractor Team Arrangements (CTAs) are encouraged under the Federal Supply Schedules Program. For additional information, see FAR 9.6 "Contractor Team Arrangements" and Clause I-FSS-40. You can also visit our website at: <http://www.gsa.gov/cta>.
6. The Government reserves the right to evaluate proposals and award a contract without discussion. Therefore, the initial proposal should contain the Offeror's best terms from both a price and technical standpoint.
7. Once a contract is awarded under the Federal Supply Service Multiple Award Schedules Program, Contractors compete for business and are responsible for marketing to potential Government customers.
8. To assist Offerors in preparation of their proposal, please see attached Proposal Checklist.
9. An adequate and auditable labor hour recording and invoicing system is required for all Contractors accepting labor hour task orders. Contractors must possess such a system at time of award. This accounting system is subject to review and examination by the Government in accordance with FAR Part 9.
10. Travel and per diem associated with task orders issued under an awarded contract shall be negotiated with the ordering agency. Travel and per diem costs are not subject to the Industrial Funding Fee (IFF).
11. In accordance with FAR 37.114, the Contractor and their employees must always identify themselves as

contractor personnel when dealing with the public, members of Congress, or Government employees, in the performance of the services under this contract. All documents or reports produced by Contractors must also be suitably marked as contractor products.

12. Please review the information at the following website for participation in Disaster Recovery Purchasing: <http://vsc.fss.gsa.gov/>.

13. Personal services as described in Federal Acquisition Regulation (FAR) 37.104 are prohibited under this solicitation

595 2 --- TALENT ACQUISITION:

Contractor shall support the Talent Acquisition function including but not limited to the establishment of internal programs and procedures for attracting, recruiting, assessing, and selecting highly qualified, productive employees with appropriate skills and competencies, from all sectors of society, all in accordance with merit system principles.

Examples of Talent Acquisition include but are not limited to developing a staffing strategy and plan; establishing an applicant evaluation approach; announcing the vacancy, sourcing and evaluating candidates against the competency requirements for the position; initiating pre employment activities; and hiring employees.

The Talent Acquisition function includes the following sub-functions: A.2.1 Talent Acquisition Management; A.2.2 Candidate Sourcing & Recruitment; A.2.3 Candidate Assessment & Selection; A.2.4 New Hire In-Processing; A.2.5 Candidate Suitability; Security Classification & Background Investigation Support

A.2.1 Talent Acquisition Management

Talent Acquisition Management includes aligning the workforce plan to business unit strategies/resource needs. Examples of Talent Acquisition Management include but are not limited to Developing and opening job requisitions, preparing job descriptions, posting job requisitions, managing internal/external job posting websites changing/updating requisitions, interacting with hiring managers, creating applicant records, managing/tracking applicant data, archiving and retaining records of non-hires, determining competencies through job analysis, and designing assessment approach and tools.

Contractors shall provide HR consulting services, including planning and management support services providing for staffing and career counseling and On-Boarding support. Pre-Employment Screening is covered under SIN 595-27

A.2.1 Candidate Sourcing and Recruitment

Candidate Sourcing and Recruitment includes selecting recruiting methods, performing recruiting activities, holding/participating in recruiting events, managing recruitment vendors, recruitment branding, and candidate relationship management. Candidate Sourcing & Recruiting includes but is not limited to providing for Executive Search services, Recruitment Systems, placement coordination, and, Career Transition Guidance, the Contractor shall provide extensive support in the field of recruitment and internal placement.

Examples of Recruitment and Internal Placement support include but are not limited to: Performing external recruitment using printed and electronic media, trade schools, job fairs and college visits paying special attention to reaching all segments of the population; managing comprehensive internal recruitment and placement programs including merit

promotions, transfers of function (TOF), reassignments, temporary promotions, details, realignments, changes to lower grade, upward mobility, rotational training assignments, reductions-in-force (RIFs), and others. Candidate sourcing and Recruitment also includes Internships and Mentoring Assignments.

A.2.3 Candidate Assessment and Selection

Candidate Assessment and Selection provides for preliminary design, implementation and review of eligibility requirements and evaluation criteria and qualifications analysis and management for a wide range of special recruitment programs including: Senior Executive Service (SES), Pathways Program, Veterans Recruitment Appointment (VRA), Schedule a Hiring Authority for Individuals with disabilities, and Student Aid programs.

Examples of Candidate Assessment and Selection include, but are not limited to: Identifying and deploying candidate selection tools, interviewing and testing applicants, and selecting/rejecting candidates based on skills, competencies, and qualifications.

A.2.4 New Hire In-Processing

New Hire In-Processing provides for the employment actions immediately upon the selection of a candidate and until the candidate has been fully processed into his/her new job.

Examples of New Hire In-Processing include, but are not limited to: Developing job offers, negotiating an offer, hiring a candidate, and managing and automating in-processing forms.

*Provides for design and implementation of new hire In-processing and Orientation including basic training methodologies and delivery.

A.2.5 Candidate Suitability

A Candidate Suitability determination involves assessing whether a job candidate meets federal government criteria for employment, if there is a legal reason preventing the candidate from working in a particular federal government position, or if a person's identifiable character traits and conduct may have an impact on the integrity or efficiency of the service, testing, aptitude assessment. Includes Pre-employment Screening and *Security Classification support. Full Background Investigations are performed under SIN 595-27.

Examples of Candidate Suitability include, but are not limited to Fitness Testing, Skills assessment, Psychological Testing

*Provides administration for the preparation and documentation of formal Background Investigations including Polygraph and other testing methodologies in support of Security Clearance adjudication.

Performance and Data Security requirements are determined by the Customer Agency at the Task order Level.

FSC/PSC Code: R431 Support: Professional HR (Primary)

R420 Certifications and Accreditation

R499 Support: Professional-Other

NAICS 561311 (Primary)

Number Description

NAICS

Number	Description	Business Size
561312	Executive Placement	27.5 mil
561310	Employee Services	27.5mil
561612	HR Consulting	15mil

541611 Admin & Mgmt Consulting 15mil
561311 Employee Placement 27.5mil
561618 Other Management Consulting 15mil
561611 Investigations 20.5mil

Sales: \$1,409,681

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R431

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$15 million
561311	Employment Placement Agencies	\$27.5 million
561312	Executive Search Services	\$27.5 million
561611	Investigation Services	\$20.5 million
561612	Security Guards and Patrol Services	\$20.5 million

595 3 --- TALENT DEVELOPMENT -

Contractor shall support the Talent Development function including but not limited to the implementation and maintenance of comprehensive employee development and engagement programs to meet current and future talent demands of the agency and to develop and retain quality, high performing, and diverse talent.

Contractor shall ensure that agency employees have the right competencies and skills for current and future work assignments. This function includes conducting employee development needs assessments; designing employee development programs; administering and delivering employee development programs (Learning Management) and evaluating the overall effectiveness of the agency's employee development approach.

Support services shall provide for the implementation and maintenance of comprehensive employee development and engagement programs to meet current and future talent demands of customer agencies and to develop and retain highly qualified, high performing and diverse talent. The function includes the following sub-functions: A.3.1 Talent Development Planning and Strategy; A.3.2 Workforce Development and training; A.3.3 Learning Management.

A.3.1 Talent Development Planning & Strategy:

Talent Development Planning & Strategy determines talent development needs through analysis of required and available skills aligned to organizational objectives.

Examples of Talent Development Planning & Strategy work include but are not limited to: Providing advice, guidance and assistance to supervisors and employees as well as HR/personnel staff in managing self-improvement training resources, providing assistance in identifying training needs and requirements, coordinating the availability of various training programs, developmental career programs, executive leadership programs, and tuition assistance programs; encouraging participation and accountability from management and employees in the training program(s), counseling management and employees to determine the best and most cost-effective methods of meeting organizational and career developmental needs, and recommending, design, and/or conducting programs in areas related to human resources.

A.3.2 Workforce Development, Training and Training Devices:

Workforce Development and Training is the creation and delivery of resources and opportunities increasing the employees' capacity to successfully perform in their roles and advance their careers. Workforce Development, Training and Training Devices also includes professional training and individual development services Such as HR Training-Leadership and management training, internships and apprenticeship programs; (off-the-shelf only).

Examples of Workforce Development, Training and Training Devices include, but are not limited to: Conducting leadership training workshops and seminars not provided via traditional management training curricula available elsewhere, and conducting Speakers Bureau services and Leadership assessment surveys.

For HR-Specific Training, course description and instructor resumes are required. A copy is required of the Commercial End User Licensing Agreement for any Web Based Training Service or Subscription Service. (GSA).

A.3.3 Learning Management: (LMS)

Learning Administration is the management and administration of agency talent development programs.

Examples of Learning Management include, but are not limited to: Providing comprehensive professional support to the administration of traditional and automated Learning Management Systems (LMS), gathering and assessing of data (data analytics), reporting, testing and conducting test administration, Educational Program Research & Development, and general HR Consulting Services.

Performance and Data Security requirements are determined by the Customer Agency at the Task order Level.

FSC/PSC Code: R408 Support: Professional Program Management (Primary)

R410 Support, Professional Program Evaluation/Review/Development R699 Support:

Administrative-Other U009 Training

NAICS 611430 (Primary)

NAICS

Number	Description	Business Size
541612	HR Consulting	15mil
561310	Employee Services	27.5mil
541611	Planning	15mil
611430	Professional Development Training	11mil
611710	Educational Support Services, Internships	15mil
813920	Professional Organizations	15mil
923110	Administration of Education programs	15mil

Sales: \$345,063

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R408

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting	\$15 million

	Services	
541612	Human Resources Consulting Services	\$15 million
611430	Professional and Management Development Training	\$11 million
611710	Educational Support Services	\$15 million
813920	Professional Organizations	\$15 million
923110	ADMINISTRATION OF EDUCATION PROGRAMS	Not available

595 4 --- EMPLOYEE PERFORMANCE MANAGEMENT -

Contractor shall support the creation implementation, and maintenance of comprehensive employee performance management practices, programs, and activities that support customer agency mission objectives.

Contractor shall ensure agency employees are demonstrating competencies required of their work assignments. This function includes the following sub-functions: A.4.1 Employee Performance Management; A.4.2 Recognition Management

A.4.1 Employee Performance Management

Employee Performance Management involves defining performance objectives, reviewing, appraising, and managing employee performance, and evaluating and reviewing the performance management program.

Examples of Employee Performance Management include, but are not limited to: Planning, and implementing designing, developing and implementing a comprehensive performance management strategy that enables managers to make distinctions in performance and links individual performance to agency goal and mission accomplishment.

A.4.2 Recognition Management

Recognition Management involves defining appropriate types of recognition (e.g., cash, non-monetary, and honor awards, etc.) and determination and administration of appropriate awards, activities and recognition for individuals and groups.

Examples of Recognition Management include, but are not limited to: Analyzing current recognition and reward programs and practices to ensure they are aligned to organizational business and people strategies, motivating individual/team/organizational achievement, ensuring award criteria are sufficiently met, encouraging managers to champion recognition programs, communicating the recognition and reward strategy to employees and managing employee performance at the individual level and evaluating the overall effectiveness of the agency's employee development approach and incentives.

PSC/FSC R408 Program Management Support (Primary,
R410 Support: Professional Program Evaluation/Review/Development R431 Professional
HR Support
R699 Administrative Support Services - Other

NAICS 541612 HR Consulting (Primary)

NAICS	Size Standard
541618 Other Management Support	15mil
561439 Business Analytics Support	15mil
923130 Workers Compensation/Administration of HR Programs	No Std
541191 Title Abstract & Settlement Offices	11mil

923110 Administration of HR Programs 15mil

Sales: \$196,889**Sales Period:** Oct 1, 2017 to Sep 30, 2018**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R408**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
541191	Title Abstract and Settlement Offices	\$11 million
541612	Human Resources Consulting Services	\$15 million
541618	Other Management Consulting Services	\$15 million
561439	Other Business Service Centers (including Copy Shops)	\$15 million
923110	ADMINISTRATION OF EDUCATION PROGRAMS	Not available
923130	ADMINISTRATION OF HUMAN RESOURCE PROGRAMS (EXCEPT EDUCATION, PUBLIC HEALTH, AND VETERANS' AFFAIRS PROGRAMS)	Not available

595 5 --- COMPENSATION & BENEFITS -

Contractor shall provide for the design, development and implementation of compensation, benefit and retention programs to support customer agency mission objectives and workforce strategy.

This function provides for General Human Resources basic functions including but not limited to Payroll, Benefits Management, Workers Compensation, Unemployment Insurance Claims; and Executive Services. This function includes the following sub-functions A.5.1 Compensation Management; A.5.2 Work Schedule and Leave Administration; A.5.3 Benefits Management; A.5.4 Work-Life Wellness/Employee Assistance Programs and Social Services.

A.5.1 Compensation Management:

Compensation Management designs, develops, and implements compensation policies and programs that attract, retain, and equitably compensate employees in accordance with law and regulations. Develops and implements strategic and cost-effective use of pay flexibilities to address agency recruitment and retention needs in support of their missions and goals. Compensation Management ensures policies, programs, and human resources, payroll, and time and attendance systems support accurate and timely pay for employees.

Examples of Compensation Management work include, but are not limited to: Providing administrative and Management support in the planning and adoption of nondiscretionary (government-wide) agency discretionary and alternative compensation programs that are fair, equitable and promote employee retention and the designing and planning of programs for award and bonus payout strategies and payroll processing, employee and third party disbursements, and payroll reconciliation.

A.5.2 Work Schedule and Leave Administration:

Work Schedule and Leave Management designs, develops, and implements work schedules and leave policies and programs that attract, retain, and meet the work-life needs of employees in accordance with law and regulations. Develops and implements policies to administer leave and work schedules in support of agency missions and goals. Ensures policies, programs, and human resources, payroll, and time and attendance systems support accurate and timely benefits for employees.

Examples of Work Schedule and Leave Administration work include, but are not limited to: Providing consulting and program management services in support of the creation of work schedules that may also include approval and recording systems that reconcile leave accrued and leave taken.

A5.3 Benefits Administration

Benefits Management is the process of establishing and maintaining non-wage compensations for the employees of the organization, managing the day-to-day operations of group benefits programs and employee enrollment, processing claims, and performing benefits reconciliation. Employee benefits typically include but are not limited to medical insurance and individual retirement accounts (IRAs).

Examples of Benefits Administration work include, but are not limited to: Consulting and management support services to insure proper determination, allocation, and disbursement of employee benefits including the processing and adjudication of workers compensation claims. Workers Compensation involves the management of claims processing under the Federal Employees' Compensation Act (FECA) pursuant to the Department of Labor, Office of Workers' Compensation Program (OWCP).

Examples of Workers Compensation Benefits Administration work include, but are not limited to: Providing technical and managerial assistance; monitoring hearing and appeal responses; counseling claimants in filing injury reports and establishing the essential elements of the claim; developing training programs for employees and management; developing return-to-work strategies; and claims re-validation assessments and administrative inquiries to confirm or refute suspicions or allegations of invalid claim status.(GSA)

A.5.4 Work-Life Wellness/Employee Assistance Programs,

Work-life Wellness and Employee Assistance Programming is the managing of organizational services that help employees work through various life challenges that may adversely affect job performance, health, and personal well-being to optimize organizational success and work-like wellness. EAP services include employee assessments, counseling, and referrals for additional services to address personal and/or work-related concerns, such as stress, financial issues, legal issues, family problems, office conflicts, and alcohol or other substance abuse.

Examples of Work-Life Wellness/Employee Assistance work include, but are not limited to: Providing comprehensive employee assistance and related social and behavioral health counseling and readjustment services including, traditional EAP, vocational and psychosocial rehabilitation, physical/occupational/educational therapy and outpatient recovery; personal and family support, wellness coaching, psychotherapy, including homeless counseling and placement services, emergency response and social advocacy services, educational and public health program administration, service registries (employment, daycare, etc.); legal, benefit/compensation consultation in the areas of individual and family personal and financial enhancement. Other support services are available under SIN 595-28.

Performance and Data Security requirements are determined by the Customer Agency at the Task order Level.

FSC/PSC Code PSC/FSC R710 Support: Management-Financial (Primary)

R702 Support Management-Data Collection R703 Support: Management Accounting .

R431 Professional HR, R699 Administrative Support Services, R408, Program Management

Support, R418 Legal Paralegal Adjudication, Arbitration, Mediation

NAICS

Size Standard

NAICS 541214 Payroll (Primary), 20.5mil
 541612 Compensation & Benefits 15mil
 524291 Unemployment Claims 20.5mil
 524292 Pension Claims 32.5mil
 522320 Financial Transactions 38.5mil
 923130 Claims Adjudication 11mil
 541219 Bookkeeping 20.5mil
 541199 Paralegal 11mil
 923130 Workers Compensation N/A
 524291 Cause of Loss Investigation 20.5mil
 561611 Investigations 20.5mil
 541618 Other Management Consulting 15mil
 541511 Custom Computer Programs 27.5mil
 541512 Computer Systems Design 27.5mil
 541519 Other Computer Related Services 27.5mil
 518210 Data Processing, Hosting 32.5mil
 511210 Software Publishers 38.5mil
 541110 Lawyers, Legal Support 11MIL

Sales: \$1,394,166**Sales Period:** Oct 1, 2017 to Sep 30, 2018**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R710**Maximum Order :** \$1,000,000

NAICS

Number	Description	Business Size
511210	Software Publishers	\$38.5 million
518210	Data Processing, Hosting, and Related Services	\$32.5 million
522320	Financial Transactions Processing, Reserve, and Clearinghouse Activities	\$38.5 million
524291	Claims Adjusting	\$20.5 million
524292	Third Party Administration of Insurance and Pension Funds	\$32.5 million
541110	Offices of Lawyers	\$11 million
541199	All Other Legal Services	\$11 million
541214	Payroll Services	\$20.5 million
541219	Other Accounting Services	\$20.5 million
541511	Custom Computer Programming Services	\$27.5 million
541512	Computer Systems Design Services	\$27.5 million
541519	Other Computer Related Services	\$27.5 million
541612	Human Resources Consulting Services	\$15 million
541618	Other Management Consulting Services	\$15 million
561611	Investigation Services	\$20.5 million
923130	ADMINISTRATION OF HUMAN RESOURCE PROGRAMS (EXCEPT EDUCATION, PUBLIC HEALTH, AND VETERANS' AFFAIRS PROGRAMS)	Not available

595 6 --- SEPARATION & RETIREMENT -

Contractor shall conduct efficient and accurate HC processing actions in support of employee

separation or retirement.

Examples of Separation and Retirement work includes but is not limited to: conducting efficient and accurate HC processing actions in support of employee separation or retirement, handling the appropriate notifications and determining the terms of the separation. Ensuring knowledge transfer occurs between the separating employee and remaining employees.

This function includes the following sub-functions: Separating employees are offered transition counseling and support. This sub-function includes: A.6.1 Separation Counseling; A.6.2 Retirement Planning and Processing; A.6.3 Retirement Management
Separation, Retirement, Payroll and Benefits services require a Quality Control Plan that addresses security of personal individual data.

A.6.1 Separation Counseling

Separation Counseling involves determining the terms, entitlements, and benefits options of separation (e.g., leave balance pay out or transfer of account, severance, pension, Temporary Continuation of Coverage, etc.) and conducting counseling activities, when appropriate or requested, to assist the separating employee and/or their family with the transition and helping complete necessary documents.

Examples of Separation Counseling work include, but are not limited to:

Contractor shall provide HR Consulting services specific to retirement not otherwise offered under EAP. Also, providing outplacement support including, but are not limited to: comprehensive outplacement/career transition services in response to downsizing and reorganizing including moving personnel to new positions inside or outside of the organization and retirement assistance; training, counseling and guidance in areas such as self-assessment; knowledge, skills, and abilities (KSA) assessment; job aptitude/interest inventories; group and individual counseling; career and job workshops; resume writing; job search methods; interview and negotiation techniques; stress management; and personal financial management and job training.

A.6.2 Retirement Planning and Processing

Retirement Planning and Processing includes retirement counseling between the HR department and the prospective retiree, retirement application processing (which includes input from the prospective retiree, HR, and payroll), the application adjudication, and the authorization of retirement payments.

Examples of Retirement Planning and Processing work include, but are not limited to:
Providing professional consulting services in support of retirement planning. (GSA)

A.6.3 Retirement Management

Retirement management includes the oversight and maintenance of the organization's retirement systems, tools, and processes.

Examples of Retirement Management include but are not limited to providing consulting and management support in the design and implementation of customer agency retirement protocols.

Data Security requirements are determined by the Customer Agency at the Task order Level.

SERVICE P

FSC/PSC Code: R431 Support: Professional HR (Primary), R418 Support: Professional-Legal, R699 Support: Administrative-Other.

NAICS 541214 Payroll (Primary)

Number	Description	Business Size
541214	Payroll	20.5mil
541612	Compensation	15mil
561310	Employee Services	27.5mil
522320	Transactions	38.5mil
561110	Office Administration	7.5mil
524291	UI Claims	20.5mil
541199	Paralegal	11mil
624230	Emergency Relief	32.5mil

Sales: \$211,498**Sales Period:** Oct 1, 2017 to Sep 30, 2018**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R431**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
522320	Financial Transactions Processing, Reserve, and Clearinghouse Activities	\$38.5 million
524291	Claims Adjusting	\$20.5 million
541199	All Other Legal Services	\$11 million
541214	Payroll Services	\$20.5 million
541612	Human Resources Consulting Services	\$15 million
561110	Office Administrative Services	\$7.5 million
624230	Emergency and Other Relief Services	\$32.5 million

595 7 --- EMPLOYEE RELATIONS -

Contractor shall provide services in the design, development and implementation of programs to ensure mission effectiveness through employee accountability and that strive to maintain an effective employer-employee relationship that balances the agency's needs against its employees' rights.

The function includes the following sub-functions: A.7.1 Employee Misconduct Remediation; A.7.2 Employee Performance Remediation; A.7.3 Administrative Grievances and Third-Party Proceedings; A.7.4 Reasonable Accommodation Programming; and A.7.5 Employee Suitability.

A.7.1 Employee Misconduct Remediation

Employee Misconduct Remediation involves developing policies that outline employee conduct expectations, defining acts of misconduct, specifying the responsibilities of supervisors when handling misconduct in the workplace, establishing appropriate actions to be taken, and granting the opportunity for employees to respond to allegations.

Examples of Employee Misconduct Remediation work include, but are not limited to:

Performing case management; reviewing proposed correspondence for regulatory compliance; serving as an interface with legal staff, union representatives, Department of Labor (DOL), Office of Personnel Management (OPM), other appropriate outside agencies, and the appropriate internal agency activities as required. (GSA)

A.7.2 Employee Performance Remediation

Employee Performance Remediation involves developing processes that address and define

corrective actions for departures from acceptable standards of performance established for employees to successfully fulfill the job duties and responsibilities indicated in performance plans.

Examples of Employee Performance Remediation work include, but are not limited to:

Performing case management; reviewing proposed correspondence for regulatory compliance; serving as an interface with legal staff, union representatives, Department of Labor (DOL), Office of Personnel Management (OPM), other appropriate outside agencies, and the appropriate internal agency activities as required. (GSA)

A.7.3 Administrative Grievances and Third-Party Proceedings

Administrative Grievances and Third-Party Proceedings refer to the processes and procedures organizations use to objectively review complaints concerning working conditions or employment decisions affecting employees not covered by a labor agreement with a union, and engagement in alternative methods of dispute resolution, as appropriate, (e.g., mediation, fact finding, ombudsman meeting, dispute panels, and facilitated discussion).

Examples of Administrative Grievances and Third-Party Proceeding work include, but are not limited to: Providing comprehensive support in disciplinary actions as they relate to complaints, grievances, and appeals; leave administration, recognition and awards, performance management and appraisal, insurance benefits, Thrift Savings Plan, and retirements , providing guidance and assistance in completing necessary processes and documentation; providing guidance and assistance in monitoring and assessing the value of or operation of a complaint receipt systems such as an agency complaint hotline (GSA), performing case management; assisting in the review of correspondence for regulatory compliance; serving as an interface with legal staff, union representatives, Department of Labor (DOL), Office of Personnel Management (OPM), other appropriate outside agencies, and providing support to the appropriate internal agency activities as required. (GSA)

A.7.4 Reasonable Accommodation Programming

Reasonable Accommodations Programming refers to formal procedures for handling requests for an adjustment or change to some aspect of one's job or benefit of employment for reasons related to a disability or medical condition, and available provisions that make it easier for an employee to successfully perform position duties.

Examples of Reasonable Accommodation Programming work include, but are not limited to: Performing case management, screening or assisting in the review of proposed correspondence for regulatory compliance; serving as an interface with legal staff, union representatives, Department of Labor (DOL), Office of Personnel Management (OPM), other appropriate outside agencies, and supporting the appropriate internal agency activities as required.

A.7.5 Employee Suitability

Employee Suitability refers to a determination of whether the continued employment of an employee with more than one year of continuous service would or would not protect the integrity or promote the efficiency of the service, and any adverse actions taken to remove the employee from their position.

Examples of Employee Suitability work include, but are not limited to: Assisting in determining candidate/employee suitability based on information collected outside of the HR process or within, including interviews, skills assessment, skills testing and resume review.

EAP (Employee Assistance Programs & Social Services are available under SIN 595-28)

(EEO Services & Investigations are available under SIN 595-25)

Performance and Data Security requirements are determined by the Customer Agency at the Task order Level.

FSC/PSC Code: R418 Support: Professional-Legal (Primary),
R431 Support: Professional-HR, R799 Support: Management-Other, R606 Support:
Administrative-Court Reporting.

Sales: \$182,035

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R418

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
522320	Financial Transactions Processing, Reserve, and Clearinghouse Activities	\$38.5 million
541199	All Other Legal Services	\$11 million
541612	Human Resources Consulting Services	\$15 million
561492	Court Reporting and Stenotype Services	\$15 million
561611	Investigation Services	\$20.5 million
624190	Other Individual and Family Services	\$11 million
624230	Emergency and Other Relief Services	\$32.5 million

595 8 --- LABOR RELATIONS -

Contractor shall support the managing of the relationship between the agency and its management associations, unions and bargaining units. This includes negotiating and administering labor contracts and collective bargaining agreements; managing negotiated grievances; and participating in negotiated third party proceedings. Includes adjudication of issues related to Disaster Relief. This function includes the following sub-functions: A.8.1 Labor Relations Management; A.8.2 Negotiated Grievances and Third-Party Proceedings; A.8.3 Collective Bargaining.

A.8.1 Labor Relations Management

Labor Management Relations involves managing bargaining unit recognition requests, establishing an environment and resources conducive for ongoing communication between union and management between management and non-labor organizations representing Federal employees, and ensuring union negotiations, contracts, and agreements are legal and compliant with government-wide laws, rules and regulations.

Examples of Labor Relations Management work include, but are not limited to: Performing case management; meditating and/or Alternative Dispute Resolution (ADR), as needed; assisting a Customer Agency in the Review of correspondence for regulatory sufficiency or compliance; serving as an interface support for activities with legal staff, union representatives, Department of Labor (DOL), Office of Personnel Management (OPM), other appropriate outside agencies, and supporting appropriate internal agency activities as required.

A.8.2 Negotiated Grievances and Third-Party Proceedings

Negotiated Grievances and Third-Party Proceedings refer to the procedures and guidelines to be followed by employees, management or the union when resolving disputes or conflicts, and the provision of an appeal or third-party arbitration for any grievance not satisfactorily settled under negotiated grievance procedures.

Examples of Negotiated Grievances and Third-Party Proceeding work include, but are not limited to: Performing case management; mediating and/or ADR, as needed; supporting management review of correspondence for Regulatory sufficiency or compliance; assisting Customer Agency management as an interface with legal staff, union representatives, Department of Labor (DOL), Office of Personnel Management (OPM), other appropriate outside agencies, and supporting appropriate internal agency activities as required; including providing paralegal and related ancillary services. (GSA)

A.8.3 Collective Bargaining

Collective Bargaining involves negotiating in good faith and reaching agreements that result in written contracts governing the terms and conditions of employment for unionized employees (e.g., working hours, training, health and safety, overtime, grievance mechanisms, etc.).

Examples of Collective Bargaining work include, but are not limited to: Performing case management; mediating, and assisting customer agencies in the review of proposed correspondence for Regulatory sufficiency or compliance; assisting Customer Agency management as an interface with legal staff, union representatives, Department of Labor (DOL), Office of Personnel Management (OPM), other appropriate outside agencies, and supporting appropriate internal agency activities as required.

Performance and Data Security requirements are determined by the Customer Agency at the Task order Level.

FSC/PSC Code: R418 Support: Professional-Legal (Primary),
R431 Support: Professional-HR,
R424 Support: Professional-Expert Witness,
R499 Support: Professional-Other,

NAICS	Business Size
NAICS 541990 (Primary)	15mil
541990 ADR, Mediation	15mil
541720 Business Analytics Research	20.5mil
561492 Court Reporting	15mil
541618 Other Management Support	15mil
561330 Employee Services	27.5mil
624190 Family Services	11mil
541612 HR Consulting	15mil
522320 Financial Transactions	38.5mil
561611 HR Mgmt Consulting	20.5mil
561492 Court Reporting	15mil

Sales: \$50,000

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R418

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
522320	Financial Transactions Processing, Reserve, and Clearinghouse Activities	\$38.5 million
541612	Human Resources Consulting Services	\$15 million

541618	Other Management Consulting Services	\$15 million
541720	Research and Development in the Social Sciences and Humanities	\$20.5 million
561330	Professional Employer Organizations	\$27.5 million
561492	Court Reporting and Stenotype Services	\$15 million
561611	Investigation Services	\$20.5 million
624190	Other Individual and Family Services	\$11 million

595 9 --- WORKFORCE ANALYTICS AND EMPLOYEE RECORDS -

Contractor shall support Workforce Analytics and Employee Records functions including but not limited to the implementation of systematic, flexible, and inclusive process to review workforce and performance data, metrics, and results, to anticipate and plan for future strategic and operational requirements and to make holistically informed Human Capital Management decisions.

This function includes the following sub-functions: A.9.1 Employee Inquiry Processing; A.9.2 Employee Research; A.9.3 Workforce and Performance Analytics; A.9.4 Workforce and Performance Reporting; A.9.5 Records Management; and A.9.6 Records Disclosure.

A.9.1 Employee Inquiry Processing

Employee Inquiry Processing refers to the process of receiving, responding to, and recording information related to employee inquiries, questions, concerns, complaints or suggestions.

A.9.2 Employee Research

Employee Research involves the use of surveys, focus groups and other data-gathering methods to reveal the attitudes, opinions and feelings of employees that could influence change within the organization.

A.9.3 Workforce and Performance Analytics

Workforce and Performance Analytics refer to an advanced set of data analysis tools and metrics that comprehensively measure workforce performance and facilitate ongoing improvement. It includes analysis of recruitment, staffing, training and development, personnel, and compensation and benefits, as well as standard ratios such as time to fill, cost per hire, accession rate, retention rate, replacement rate, offer acceptance rate, etc.

A.9.4 Workforce and Performance Reporting

Workforce and Performance Reporting involve communicating organizational composition, resources utilization, and/or achievements data to relevant stakeholders to inform goal creation and drive positive change.

A.9.5 Records Management

Records Management involves establishing standards of accuracy, relevancy, necessity, timeliness, and completeness for personnel records, and prescribes processes for the creation, collection, processing, use, revision, and maintenance of employee data.

A.9.6 Records Disclosure

Records Disclosure refers to the maintenance, protection, furnishing, and amendment of records within a systems of records as defined by the Privacy Act of 1974 (5 U.S.C. 552a).

FSC/PSC Code: R431 Support: Professional-HR (Primary),
R408 Support: Professional-Program Management/Support,
R705 Support: Professional-Operational Research, Quantitative Analysis, R410 Support:
Professional Evaluation/Review/Development,

R699 Support; Administrative-Other.

NAICS	Size Standard
NAICS 541720 (Primary)	
541720 Business and Cognitive Research	20.5mil
561110 Office Administration	7.5mil
541618 Workforce Improvement and Skills Assessment	15mil
541611 Strategic Planning, Records Management	15mil
541612 HR Consulting	15mil
541519 Other Computer Related Services	27.5mil
541511 Custom Computer Programming	27.5mil
541512 Computer Systems Design	27.5mil
518210 Data Processing, Hosting	32.5mil
511210 Software Publishers	38.5mil

Sales: \$153,836

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R431

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
511210	Software Publishers	\$38.5 million
518210	Data Processing, Hosting, and Related Services	\$32.5 million
541511	Custom Computer Programming Services	\$27.5 million
541512	Computer Systems Design Services	\$27.5 million
541519	Other Computer Related Services	\$27.5 million
541611	Administrative Management and General Management Consulting Services	\$15 million
541612	Human Resources Consulting Services	\$15 million
541618	Other Management Consulting Services	\$15 million
541720	Research and Development in the Social Sciences and Humanities	\$20.5 million
561110	Office Administrative Services	\$7.5 million

595 10 --- AGENCY HUMAN CAPITAL EVALUATION -

OPM defines the Agency Human Capital Evaluation function as assess results achieved across all Human Capital Management systems and activities in support of mission goals to identify and implement improvements.

This function includes the following sub-function A.10.1 Human Capital Programmatic Evaluation.

A.10.1 Human Capital Programmatic Evaluation

Human Capital Programmatic Evaluation refers to an agency's self-assessment of its human capital strategy, services, and practices to improve its return on human capital investment, quality, efficiency, and employee satisfaction.

FSC/PSC Code: R408 Support: Professional-Program Management/Support, (Primary), R705 Support: Professional-Operational Research, Quantitative Analysis, R410 Support: Professional-Evaluation/Review/Development,

R699 Support; Administrative-Other.

NAICS 541611 (Primary) Business Size

541611 Strategic Planning 15mil
541618 Other Management Consulting 15mil
541219 Business & Cognitive
Research/Other Accounting Svcs 20.5mil

Sales: \$6,109,271

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R408

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541219	Other Accounting Services	\$20.5 million
541611	Administrative Management and General Management Consulting Services	\$15 million
541618	Other Management Consulting Services	\$15 million

595 11 --- ANCILLARY SERVICES: ADMINISTRATIVE SUPPORT SERVICES -

This function provides professional and general clerical and administrative support services that support all other HR SINs including but not limited to: assisting Customer Agencies in HR Program Development-Assessment, Cataloguing and Records Management; Legal/Paralegal-adjudication support, expert witness, court reporting, ADR (Mediation); Workers compensation; Injury Compensation, Unemployment Insurance claims processing.

Administrative support services are provided via recruitment or by vendor staff. Providers must comply with applicable State and local licensing or certification requirements as stated at the Task Order Level.

Administrative support functions are for professional and clerical services. Assessments may be survey-based or licensed electronic subscription-based and require vendor to submit a copy of the End User Licensing Agreement and Systems Requirements.

This function also has the provision for providing professional and administrative services in support of management programs and projects. Services under this function include but are not limited to: Paralegal Support, Adjudication, Claims Processing, Transaction Analysis, Function Review Research and Analysis.

Performance and Data Security requirements are determined by the Customer Agency at the Task order Level.

FSC/PSC Code: R699 Support: Administrative-Other (Primary)

R799 Management Support Services-Other, R499 Support: Professional Services-Other, R418 Support: Professional-Legal, R606 Support-Administrative-Court Reporting, R607 Support: Administrative-Word Processing, R605 Support-Administrative-Library, R430 Support: Professional-Physical Security, Badging, R429 Support-Professional-Emergency Recovery, R703 Support: Management-Accounting, R706 Support-Management: Logistical Support,

R710 Support: Management-Financial, Q802 Clerical Medical.

NAICS 561110 Administrative Support Services (Primary) 7.5mil

Number	Description	Business Size
561110	Office Administration	7.5mil
522320	Process Financial Transactions	38.5mil
524291	Insurance Claims, Adjustments, Cause-of-Cost Investigations	20.5mil
524292	Pension, Claims	32.5mil
541199	Paralegal Services	11mil
541214	Payroll	20.5mil
541219	Bookkeeping, Billing, Accounts	20.5mil
541611	Strategic Planning, Record Management	15mil
541612	Compensation & Benefits	15mil
541618	Workforce Improvement & Skills Assessment	15mil
541720	Business & Cognitive Research	20.5mil
541990	ADR, Mediation; Procurement technical, analytical, functional spt.	15mil
561210	Facilities Support Staffing	38.5mil
561310	Employee Services	27.5mil
541910	Polling, Canvassing, Surveys	15mil
561410	Secretarial, Documents, Transcription, Editing	15mil
561420	Call Center	15mil
561421	Message Services	15mil
561439	Business Support Services: repro, blueprint, copy	15mil
561492	Court Reporting	15mil
561499	Tele & Video Conferencing, Mail Consolidation	15mil
561920	Trade Show Logistics Management	15mil
334614	Pre Recorded Media & Reproducing Software	15mil

Sales: \$510,027

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R699

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
334614	Software and Other Prerecorded Compact Disc, Tape, and Record Reproducing	1250 employees
522320	Financial Transactions Processing, Reserve, and Clearinghouse Activities	\$38.5 million
524291	Claims Adjusting	\$20.5 million
524292	Third Party Administration of Insurance and Pension Funds	\$32.5 million
541199	All Other Legal Services	\$11 million
541214	Payroll Services	\$20.5 million
541219	Other Accounting Services	\$20.5 million
541611	Administrative Management and General Management Consulting Services	\$15 million
541612	Human Resources Consulting Services	\$15 million
541618	Other Management Consulting Services	\$15 million
541720	Research and Development in the Social Sciences and Humanities	\$20.5 million

541910	Marketing Research and Public Opinion Polling	\$15 million
541990	All Other Professional, Scientific and Technical Services	\$15 million
561110	Office Administrative Services	\$7.5 million
561210	Facilities Support Services	\$38.5 million
561410	Document Preparation Services	\$15 million
561439	Other Business Service Centers (including Copy Shops)	\$15 million
561492	Court Reporting and Stenotype Services	\$15 million
561499	All Other Business Support Services	\$15 million
561920	Convention and Trade Show Organizers	\$11 million

595 21 --- AGENCY HUMAN CAPITAL STRATEGY, POLICY, and OPERATIONAL PLANNING -

Contractor shall support Customer Agency Human Capital Strategy, Policy and Operational Plan function including but not limited to the development of effective human capital management strategies, enhanced policy, and plans that ensure Federal organizations are able to manage a highly qualified, productive, and diverse workforce focused on results aligned with agency mission, goals, and objectives in accordance with merit system principles.

This Function contains the following Sub-Functions: A.1.1 Workforce Planning; A.1.2 Human Capital Strategy; A.1.3 Organization Design and Position Classification; A.1.4 Diversity and Inclusion; A.1.5 Employee Engagement and Communications; A.1.6 Organizational Development.

A.1.1 Workforce Planning:

Workforce Planning is the continual, systematic process for identifying and addressing the gaps between the workforce of today and the human capital needs of tomorrow (e.g., size, type, experience, knowledge, skills, mission, competencies, etc.) including the strategic succession management to strengthen current and future organization leadership capacity, to achieve organizational objectives and remain resilient to internal and environmental changes. Contractor shall provide support in systematic approaches to forecasting the future demand for and supply of employees. Examples of Workforce Planning include but are not limited to: Conducting traditional & web-based modeling and analysis of needs and future trends; and conducting human resource audits; and providing forecasting techniques through the use of experts, workforce skills assessment, trend projection and other forecasting methods.

A.1.2 Human Capital Strategy:

Human Capital Strategy includes identifying strategic HR needs, defining HR and business function roles and accountabilities, determining HR costs, establishing HR measures, developing/administering HR programs and policies, developing strategies for HR systems, tools, and technologies, and developing a Human Capital service delivery plan. Examples of Human Capital Strategy include but are not limited to: Conducting both internal and external environmental scans; assisting in the development of human resources and human capital strategies and plan; researching and validating human resources policy and practices; managing current and future work force competencies; developing workforce plans; developing succession plans; managing the human resources budget; providing human resources and human capital consultative support; and measuring and improving human resources performance.

A.1.3 Organization Design & Position Classification:

Organizational Design and Position Classification involves assessing workforce composition, including the types, grades, numbers of positions, and employee skills along with workloads and work processes to align organizational and positional structures with the strategic mission

and objectives of the organization.

Contractor shall provide HR Management Consulting, Position Classification, Integration, Change Management, Internal Placement, Succession Planning, and Internships. Position Classification: Contractor shall provide support services in a range of classification functions for a variety of occupations and grades in the General Schedule, the Federal Wage System, or other Federal classification systems, in accordance with Title 5, United States Code (USC) or other appropriate authorities.

Examples of Position Classification support include but are not limited to: Reviewing position descriptions for adequacy; implementing classification standards; preparing evaluation statements; conducting audits; counseling employees who wish to submit classification appeals; providing advice on position management, organization structure, supervisor/worker ratio and impact of mission/workload changes; and assisting in the preparation of position descriptions. Services may be provided with or without delegation of classification signature authority to line managers dependent upon agency policies and requirements.

A.1.4 Diversity & Inclusion:

Diversity and Inclusion involves bringing together individuals with a range of similarities and differences (including but not limited to race, ethnicity, gender, gender identity, sexual orientation, age, social class, physical ability, religious or ethical values system, national origin, and political beliefs) to create an environment of involvement, fairness, and respect where employees have equal access to opportunities and resources, and where the richness of ideas, experiences, backgrounds, and perspectives are harnessed to create business value. Examples of Diversity and Inclusion work would include but not limited to providing HR Consulting, recruitment planning, workforce assessment, and assisting in the design of programs and review and integration services that maximize diversity in the workplace.

*Function Review: Contractor shall provide a review of the human resources department and other offices relating to the implementation function outsourced. Examples include but are not limited to: The Contractor selected to perform the outsourced function meets with the human resources personnel and other personnel as necessary to gain an understanding of the environment in which the work will be performed. This includes establishing agency unique requirements and project management throughout the life cycle of the outsourced function concerning transition, project status, results, and possible recommendations for change and managing change during the contract period. Function review SHALL NOT include consultation on the business improvement process or preliminary studies under OMB Circular A-76 (GSA)

A.1.5 Employee Engagement & Communications:

Employee engagement and communications involves enhancing employees' involvement in, commitment to, and satisfaction with organizational objectives, and developing internal communications plans to manage ongoing dialogue between the organization and its employees.

Examples of Employee Engagement and Communications work would include but not limited to providing HR consulting services necessary to plan, and implementing programs and methodologies to enhance employee engagement, satisfaction, and effective communications, and improving individual and group dynamics, morale and team building, and internal and external social media utilization.

A.1.6 Organizational Development: (Optimization)

Organization Development is a system-wide application and transfer of behavioral science knowledge to the planned development, improvement, and reinforcement of strategies,

structures, and processes that lead to organization effectiveness.

This function provides for HR Management Consulting, Change Management, and HR Process Improvement as well as transactional personnel actions that support Customer Agency goals.

OPM defines a Personnel Action as the process necessary to appoint, separate or make other personnel changes. The concept of personnel action is not specific to a single OPM Business Reference Model sub-function. Rather, it is a concept that converges with multiple activities across the BRM activities that result in a change to employee status or other key employee data. Personnel actions involve the processing of a full range of federal personnel actions related to the federal employee lifecycle from acquisition to retirement.

Examples of Personnel Actions support but are not limited to processing Standard Form 50 and related forms and documents manually and electronically to affect the full range of Federal personnel actions for SES, General Schedule, Federal Wage System, and other employee pay systems, maintaining on-line data in HR Information Systems (HRIS) and any automated personnel subsystems to include, if needed, electronic interface with finance and OPM systems; providing advice and assistance on technical matters related to employee records; preparing reports; electronic processing of resumes; providing for custody and maintenance of Official Personnel Files (OPFs); maintaining OPFs in a secured area, protected from unauthorized access in accordance with regulatory requirements; forwarding OPFs to National Records Center; and providing required employment verification.

Contractor shall act in support of the program manager to connect/integrate the various functions performed by multiple Contractors. Examples include but are not limited to interconnecting the operations of different Contractors performing human resources outsourcing activities within an agency and maintaining the interconnection among Contractors and their functions while acting in a key contractor role. Examples include maintaining the interface between a Contractor performing payroll functions and another Contractor performing personnel records functions.

Performance and Data Security requirements are determined by the Customer Agency at the Task order Level.

FSC/PSC Code: R406 Policy Review/Development (Primary);

R410 Program Evaluation/Review/Development R408 Program Management/Support R799 Support, Mgmt.-Other.

NAICS 541611 Strategic Planning (Primary)

NAICS

Number	Description	Business Size
541611	Strategic Planning	15 mil
541612	HR Consulting	15mil
561110	Office Administration	7.5mil
541720	Business Cognitive Research	20mil
561210	Facility Support Services	38.5mil

NOTE: Planning: Contractor shall provide support in systematic approaches to forecasting the future demand for and supply of employees. Examples of Planning include but are not limited to: Conduct computer and on-line modeling and analysis of needs and future trends; conduct human resource audits; and provide forecasting techniques through the use of experts, trend projection and other forecasting methods.

Recruitment and Internal Placement: Contractor shall provide extensive support in the field of

recruitment and internal placement. Examples of Recruitment and Internal Placement support include but are not limited to: Perform outside recruitment using printed and electronic media, trade schools, job fairs and college visits paying special attention to reaching all segments of the population; manage comprehensive internal recruitment and placement programs which include merit promotion, transfer of function (TOF), reassignment, temporary promotion, detail, realignment, change to lower grade, upward mobility, rotational training assignments, reduction-in-force (RIF), etc; qualifications analysis; manage special recruitment programs such as Senior Executive Service (SES), Outstanding Scholar, Veteran's Readjustment, Disabled, and Student Aid Programs; assessment centers for selection purposes; prepare job vacancy announcements; and provide employment information as appropriate regarding employment opportunities with the Federal government in general and with agency supported activities specifically.

Position Classification: Contractor shall provide services in a range of classification functions for a variety of occupations and grades in the General Schedule, the Federal Wage System, or other Federal classification systems, in accordance with Title 5, United States Code (USC) or other appropriate authorities. Examples of Classification support include but are not limited to: Review position descriptions for adequacy; implement classification standards; prepare evaluation statements; conduct audits; counsel employees who wish to submit classification appeals; provide advice on position management, organization structure, supervisor/worker ratio and impact of mission/workload changes; and assist in the preparation of position descriptions. Services may be provided with or without delegation of classification signature authority to line managers dependent upon agency policies and requirements.

Personnel Actions: Contractor shall provide services in processing a range of Federal personnel actions. Examples of Personnel Actions support include but are not limited to: Process manually or electronically the Standard Form 50 and related forms and documents to effect the full range of personnel actions for SES, General Schedule, Federal Wage System, and other employee pay systems; maintain on-line data in HR Information Systems (HRIS) and any automated personnel subsystems to include, if needed, electronic interface with finance and OPM systems; provide advice and assistance on technical matters related to employee records; prepare reports; electronic processing of resumes; provide for custody and maintenance of Official Personnel Files (OPFs); maintain OPFs in a secured area, protected from unauthorized access in accordance with regulatory requirements; forward OPFs to National Records Center; and provide required employment verification.

Training: Contractor shall conduct a full range of services in HR-specific training support. Examples of Training support include but are not limited to: Provide advice, guidance and assistance to supervisors and employees as well as HR/personnel staff in managing self-improvement training resources; provide assistance in identifying training needs and requirements; coordinate the availability of various training programs, developmental career programs, executive leadership programs, and tuition assistance programs; encourage participation and accountability from management and employees in the training program(s); counsel management and employees to determine the best and most cost-effective methods of meeting organizational and career developmental needs; recommend, design, and/or conduct programs in areas related to human resources. Services SHALL NOT include mandatory 1102-Series workforce acquisition training. Off-the-shelf training may be tailored to meet specific agency needs. Interactive, multimedia and distance learning techniques may be utilized.

Employee Relations: Contractor shall offer services covering a range of employee relations services. Examples of Employee Relations support include but are not limited to: Provide comprehensive support in disciplinary actions as they relate to complaints, grievances, and

appeals; leave administration, recognition and awards, performance management and appraisal, insurance benefits, Thrift Savings Plan, and retirements; provide guidance and assistance in completing necessary processes and documentation; provide guidance and assistance to monitor and assess the value of or to operate complaint receipt systems such as an agency complaint hotline; perform case management; review proposed correspondence for regulatory compliance; serve as an interface with legal staff, union representatives, Department of Labor (DOL), Office of Personnel Management (OPM), other appropriate outside agencies, and the appropriate internal agency activities as required.

Outplacement: Contractor shall perform personnel outplacement services. Examples of Outplacement support include but are not limited to: Provide comprehensive outplacement/career transition services in response to downsizing and reorganizing including moving personnel to new positions inside or outside of the organization and retirement assistance; provide training, counseling and guidance in areas such as self-assessment; knowledge, skills, and abilities (KSA) assessment; job aptitude/interest inventories; group and individual counseling; career and job workshops; resume writing; job search methods; interview and negotiation techniques; stress management; personal financial management and job training; and provide retirement assistance.

Review and Integration Services:

*Function Review: Contractor shall provide a review of the human resources department and other offices relating to the implementation function outsourced. Examples include but are not limited to: The Contractor selected to perform the outsourced function meets with the human resources personnel and other personnel as necessary to gain an understanding of the environment in which the work will be performed. This includes establishing agency unique requirements and project management throughout the life cycle of the outsourced function concerning transition, project status, results, and possible recommendations for change and managing change during the contract period. Function review SHALL NOT include consultation on the business improvement process or preliminary studies under OMB Circular A-76.

*Integrator: Contractor shall act as program manager to connect/integrate the various functions performed by multiple Contractors. Examples include but are not limited to interconnecting the operations of different Contractors performing human resources outsourcing activities within an agency and maintaining the interconnection among Contractors and their functions while acting in a key contractor role. Examples include maintaining the interface between a Contractor performing payroll functions and another Contractor performing personnel records functions.

Workers' Compensation: Contractor shall support management of claims processing under the Federal Employees' Compensation Act (FECA) pursuant to the Department of Labor, Office of Workers' Compensation Program (OWCP). Examples of Workers Compensation support include but are not limited to: Provide complete case management for employees with the aim to reduce lost work hours and workers' compensation costs for the Federal client including technical and managerial assistance; monitor hearing and appeal responses; counsel claimants in filing injury reports and establishing the essential elements of the claim; develop training programs for employees and management; develop return-to-work strategies; and claims re-validation assessments and administrative inquiries to confirm or refute suspicions or allegations of invalid claim status.

NOTE: Each sub-service category under HR General Support Services i.e., Recruitment and Internal placement, Position classification, Personnel actions, Training, Employee relations, Outplacement, Function review/Integration services and Worker's compensation requires the

completion of all four factors of Section II Technical Proposal: (1) Factor One Corporate Experience, which requires a capability statement, (2) Factor Two Relevant Project Experience, must show evidence of prior experience, (3) Factor Three Past Performance, specific professional labor rates should be assigned to each sub-category and (4) Factor Four Quality Control.

For HR-Specific Training, course description and instructor resumes are required. A copy is required of the Commercial End User Licensing Agreement for any Web Based Services

Sales: \$101,575,806

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R799

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$15 million
541612	Human Resources Consulting Services	\$15 million
561611	Investigation Services	\$20.5 million
611430	Professional and Management Development Training	\$11 million
624190	Other Individual and Family Services	\$11 million

595 22 --- Private Shared Service Center for Core HR Services:

All offerors under this SIN must offer Personnel Action Processing and Benefits Management as a minimum. The offering of Payroll Services is optional. The Technical requirements for this SIN are defined by the Office of Personnel Management's Business Reference Model for the HR Line of Business.

NOTE: PROPOSALS FOR SIN 595-22 ARE NOT BEING ACCEPTED AT THIS TIME.
THE PERIOD FOR SUBMITTING PROPOSALS IS CURRENTLY CLOSED.

Sales: \$24,589,278

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R799

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541612	Human Resources Consulting Services	\$15 million

595 25 --- EEO Services

EEO Services may include but are not limited to providing investigation of Discrimination Complaints and Preparation of Reports of Investigation (includes individual Case/consolidated Case-One or Additional Issues, Continuing Violation, On-Line Reporting System, Additional Copies of Investigation Reports). Preparation of an Analysis and Recommended Final Agency Decision (FAD) in Discrimination Complaints, Inquiry, Resolution Attempt, and Preparation of an analysis and Recommended Final Agency Decision (FAD) on Allegations of

Noncompliance With Settlement Agreements or Final Decisions, Resolution Attempt and Report of Inquiry Regarding Notices of Intent to Sue under Age Discrimination in Employment Act of 1967, as Amended, Alternative Dispute Resolution, Reference Materials relating to equal opportunity programs, EEO training and Consulting, EEO counseling (Individual and Class Complaint).

NOTE: SIN 595-25 EEO Services: EEO Services may include but are not limited to the following:

Investigation of Discrimination Complaints and Preparation of Reports of Investigation: Contractor shall prepare reports of investigation (drafts and final) in conformance with the standards established by the EEOC. Investigations shall be performed to identify and obtain evidence from all relevant sources and gather sufficient information relevant to the issues in the complaint to ascertain the validity of the allegation. If the ordering agency determines a violation occurred, the report of investigation will provide the agency with a sufficient factual basis from which to fashion an appropriate remedy.

Preparation of an Analysis and Recommended Final Agency Decision (FAD) in Discrimination Complaints: Contractor shall prepare an analysis and recommended final agency decision (FAD) that is legally sufficient for complainants who believe they have been discriminated against.

Inquiry, Resolution Attempt, and Preparation of an Analysis and Recommended Final Agency Decision (FAD) on Allegations of Noncompliance With Settlement Agreements or Final Decisions: Contractor shall inquire, attempt a resolution, and prepare an analysis and FAD for allegations of noncompliance with settlement agreements and final decisions entered into on discrimination complaints.

Resolution Attempt and Report of Inquiry Regarding Notices of Intent to Sue under Age Discrimination in Employment Act of 1967, as Amended: Contractor shall inquire, attempt a resolution, and prepare an inquiry report regarding aggrieved employees or applicants for employment who believe they have been discriminated against on the basis of age and have chosen to bypass the administrative complaint processing system within an agency.

Alternative Dispute Resolution: Contractor shall provide the services of trained Alternative Dispute Resolution (ADR) professionals to attempt resolution of allegations of discrimination and other human resource matters. The ADR process will not replace already existing formal procedures, e.g. the administrative grievance procedure and the EEO administrative complaint procedure, but will supplement them in an effort to resolve problems before and after formal procedures are invoked. THIS SIN HAS BEEN EXPANDED TO COVER ADR FOR ANY ASPECT OF HUMAN RESOURCES.

Reference Materials: Contractor shall provide a variety of reference materials relating to equal opportunity programs to ensure employees, supervisors, and managers are aware of the policy of the Government to provide equal opportunity in employment for all persons and promote the full realization of equal employment opportunity. Agencies may order reference materials in any media. Reference materials include but are not limited to desk guides, pamphlets, booklets, leaflets, posters, and other reference material as determined by the agency.

EEO Training and Consulting: Contractor shall provide EEO consulting services and customized or off-the-shelf training for the instruction and development of Equal Employment Opportunity (EEO) training courses for employees, supervisors, managers, team leaders, and others on the policy of the Government to provide equal opportunity in employment for all

persons, prohibit discrimination in employment, and promote the full realization of equal employment opportunity.

EEO Counseling-Individual and Class Complaint: Contractor shall provide EEO counseling services for aggrieved employees or applicants for employment who believe they have been discriminated against. The goal of counseling is to informally resolve the pre-complaint and to advise aggrieved persons, in writing, of their rights and responsibilities.

PRICING INSTRUCTIONS FOR EEO SERVICES SIN 595-25:

Offerors shall propose prices in accordance with the following:

INVESTIGATION OF DISCRIMINATION COMPLAINTS & PREPARATION OF REPORTS OF INVESTIGATION

For Investigation of Discrimination Complaints and Preparation of Reports of Investigation, includes Individual Cases With One Issue, Additional Issues - cannot be repetitive issues, and Continuing Violations. The fixed price for these investigations shall include all the required preparation and deliverable. Prices for each additional issue (cannot be repetitive issues) shall be the price for one issue multiplied times the number of additional issues.

For (Individual Case Continuing Violation) and (Consolidated Case Continuing Violation), prices shall be inclusive of all required preparation and deliverables. Prices for each additional claim under the continuing violation and/or two or more distinct continuing violations shall be priced at 25% of the original contract price. Prices for Additional Copies of Investigation Report and On-Line Reporting Systems S be firm-fixed-price.

If a case includes both a continuing violation and one or more issues, which are not part of the continuing violation, it shall be priced as follows: The price per additional issue, (Consolidated Case with One Issues) or (Consolidated Case Per Additional issue) , shall be added to the price for the continuing violation. For example, if the price per additional issue is \$30.00 and the continuing violation price is \$200.00, the price for continuing violation with three additional issues (issues not related to the violation) would be \$290.00.

Amendments and Consolidations:

If the agency adds an amended issue or consolidate complaint to the investigation accepted by the Contractor after the investigator has commenced interviews with the management officials, the Agency shall compensate the contractor at a negotiated proportional percentage rate above the original price for the amended or consolidated complaint and the contractor will be granted an additional thirty days to complete the investigation.

When the Agency adds an amended or consolidated complaint to the investigation accepted by the contractor after the investigator has commenced interviews with the management officials, it shall be the responsibility of the contractor to quote and obtain an amendment at the task order level before performing any work under these scenarios. Only after customer acceptance, the Agency shall permit the contractor to submit a partial invoice for the work completed at the negotiated percentage rate proportionally acceptable between the Customer Agency and the contractor at the task order level based on the original contract price, at the end of the original contract deadline, and the Agency will expeditiously satisfy this amount. The balance of the amount on the original and amended or consolidated complaints' investigation will be due only after the Contractor completes the entire investigation, and in

accordance with the other terms in the Statement of Work herein. The contractor MUST be proactive about contacting the customer to obtain an amendment to the task order and obtain approval for the additional work, PRIOR to beginning any new actions.

For PREPARATION OF AN ANALYSIS AND RECOMMENDED FINAL AGENCY DECISION (FAD) IN DISCRIMINATION COMPLAINTS, the fixed price for (Individual Case) and (Consolidated Case), shall be inclusive of all required preparation and deliverables for detailed reports and recommendations as to the course of action the Contractor finds advisable. This price shall apply without regard to the number of issues, violations, etc.

For INQUIRY, RESOLUTION ATTEMPT, AND PREPARATION OF AN ANALYSIS AND RECOMMENDED FINAL AGENCY DECISION (FAD) ON ALLEGATIONS OF NONCOMPLIANCE WITH SETTLEMENT AGREEMENTS OR FINAL DECISIONS, the fixed price shall be inclusive of all required issues, planning, and preparation of deliverables. Under no circumstances will the total effort exceed eight hours of direct resolution efforts.

For RESOLUTION ATTEMPT AND REPORT OF INQUIRY REGARDING NOTICES OF INTENT TO SUE UNDER AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, (Individual Case) and (Consolidated Case) shall have a firm-fixed-price, without regard to the number of issues.

ALTERNATIVE DISPUTE RESOLUTION , REFERENCE MATERIALS , EEO TRAINING AND CONSULTING, and EEO COUNSELING AND INDIVIDUAL AND CLASS COMPLAINT shall be priced on an hourly basis. Ordering agencies will negotiate with the Contractor the number of hours and the labor mix for a specific task.

Offeror shall specify the Labor Category(ies) proposed and the hourly rate for each. Total price for ADR services will be established at the time the task order is placed and will be based on the prices offered herein. The estimated number of hours negotiated with the ordering agency and the labor category(ies) will be shown on the resultant task order. Resultant task orders will require a firm-fixed-price inclusive of all costs for the work to be performed in attempting resolution of allegations of discrimination. Upon request by the ordering agency, the Contractor and the ACP may negotiate terms and conditions for additional ADR services (e.g. mini-trials, adjudication services).

REFERENCE MATERIALS

Offeror shall specify Labor Category(ies) proposed and the hourly rates for each. Total price for Reference Material services will be established at the time the task order is placed and will be based on the prices offered herein. The estimated number of hours negotiated with the ordering agency and the labor category(ies) provided will be shown on the resultant task order. Resultant task orders will require a firm-fixed price inclusive of all costs for the work to be performed.

Rates for each Reference Material MUST include all material(s) (i.e. posters) to be provided in varying quantities for ordering agencies. A breakdown of material costs shall be included in the task order proposal. Licensing fees may not be included. They are to be negotiated with the ordering agency separately. GSA will not negotiate or award licensing fees of any type.

EEO TRAINING & CONSULTING

The price of any materials, supplies, or equipment that will be used in the preparation of off-the-shelf or customized off-the-shelf training must be included in the firm-fixed-price

offered in the task order proposal. Costs of any additional materials, supplies, or equipment are not reimbursable separately after the issuance of a task order.

OFF THE SHELF TRAINING

Offeror shall provide a schedule of available training courses offered in the technical proposal. Offeror shall indicate the minimum and maximum number of participants per course and whether the rate is priced per student or per course. Rates for each course MUST include all material (i.e. notebooks, index tabs, etc) to be provided to trainees. Training materials must be provided for the minimum number of trainees per course as indicated by the Offeror. In cases where less than the minimum number of students participates, but the ordering agency has paid for the minimum indicated, the excess materials become the property of the ordering agency. A breakdown of material costs shall be included in the task order proposal

END PRICING INSTRUCTIONS FOR EEO SERVICES SIN 595-25:

START INSTRUCTIONS FOR TRAINING REQUIREMENTS APPLICABLE TO SIN 595-25 EEO SERVICES ONLY

The following minimum training is required for all professional staff and sub-contractors providing services under SIN 595-25 EEO Services.

Offerors must provide staff training certificates each year, failure to do so could result in cancellation of contract.

MINIMUM TRAINING REQUIREMENTS FOR ALL INVESTIGATORS

All new EEO investigators, including contract and collateral duty investigators, must have completed at least thirty-two (32) hours of investigator training before conducting investigations. Individuals serving as EEO investigators as of the date of this publication may also benefit from such training. Agencies have, however, the discretion to decide whether to make this training available to current investigatory staff. In addition to the training requirement for new investigators, all investigators are required to receive at least eight hours of continuing investigator training every year. The Commission has developed training courses to satisfy this requirement and offers them to agencies through its Revolving Fund Program on a fee-for-service basis. Agencies may also develop their own courses to satisfy this requirement or contract with others to provide training, as long as the training meets the standards provided below.

I. New Investigator Training Requirement

The agency should provide training on the following:

A. An overview of the entire EEO process pursuant to 29 C.F.R. Part 1614. This segment must emphasize important time frames in the EEO process, including relevant time frames for investigation.

B. The role and responsibility of an EEO Investigator, as described in this Management Directive.

C. A thorough presentation of the relevant statutes including Title VII of the Civil Rights

Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, as amended, and the Equal Pay Act of 1963, as amended. This module must explain the theories of discrimination relevant to these statutes, including disparate treatment, adverse impact, and reasonable accommodation theories. This module must provide detailed instruction concerning issues attendant to fragmentation. See Chapter 5, Section III, of this Management Directive.

D. Case management issues, including information on practical techniques concerning the timely investigation of complaints.

E. Remedies, including compensatory damages, attorney's fees, and costs. This module must provide investigators with practical information on how to gather relevant information in cases where remedies, attorney's fees, and costs are at issue.

F. Investigative techniques, such as the gathering and analysis of evidence. Participants should be provided with an opportunity to get practical, hands-on experience during this module on topics such as interviewing witnesses, making credibility determinations, and the gathering and reviewing of documentary evidence. Participants should be provided with case studies to work with so that investigative skills can be effectively developed.

II. Continuing Investigator Training

The continuing eight hours of investigator training every year is intended to keep EEO investigators informed of developments in EEO practice, law, and guidance, as well as to enhance and develop investigatory skills. Agencies are encouraged to conduct a needs assessment to determine specific investigative staff training needs. The Commission anticipates that this eight hours of continuing investigator training will include segments on legal and policy updates, regulatory and statutory changes, and investigative skills development.

MINIMUM TRAINING REQUIREMENTS FOR ALTERNATIVE DISPUTE RESOLUTION MEDIATORS:

In order to encourage the successful operation of ADR, all mediators should provide evidence of continuing education to keep current with all applicable regulations and procedures. They should receive ADR training, either through an agency-conducted program or through an external source such as another federal agency or a private contractor. The ADR training should include the following:

A. The ADR Act and its amendments, with emphasis on the federal government's interest in encouraging mutual resolution of disputes and the benefits associated with utilizing ADR;

B. The EEOC's regulations and Policy Guidance with respect to ADR: 1614.102(b)(2), 1614.105(f), 1614.108(b), and 1614.603 (voluntary settlement attempts);

C. The operation of the ADR method or methods that the agency employs;

D. Exposure to other ADR methods, including interest-based mediation, if this method is not already in use by the agency; and

E. Drafting the settlement agreement, including the notice provision pursuant to 1614.504 where the aggrieved party believes the agency failed to comply with the terms of the settlement agreement.

END START INSTRUCTIONS FOR TRAINING REQUIREMENTS APPLICABLE TO SIN 595-25 EEO SERVICES ONLY

INVESTIGATION OF DISCRIMINATION COMPLAINTS:

Investigations shall include a thorough review of the circumstances under which the alleged discrimination occurred and the treatment of the complainant and member of the complainant's group(s) compared with the treatment of others not of complainant's group(s) in the organizational segment. Additionally, the investigation shall require a review of any policies and practices related to the alleged discrimination.

The investigation shall include:

Preparation of an Investigative Plan;
Obtaining of documentary information, including relevant statistics;
Securing testimony, and;
Preparing the investigative file including final Reports of Investigation (ROI).

The contractor shall not permit any agency official or the complainant to influence or direct the investigation.

The method of investigation shall be on-site investigations, by interrogatories or by telephone.

Three types of discrimination complaints may be investigated. The categories are: (1) individual complaints, (2) joined complaints, and (3) consolidated complaints.

The Agency Contracting Officer/Technical Representative (COTR) will make the determination of category of complaint and number of issues contained in each complaint. Any disagreement between the Agency and the Contractor regarding the category of a complaint and/or the number of issues will be resolved through discussion between the Agency and the Contractor. If after discussion, an agreement between the parties is not reached, the Agency's EEO Director or designee will make the final determination.

PLANNING AND PREPARATION

To conduct an investigation as efficiently as possible, the Contractor shall:

Arrange accommodations, which may include, but are not limited to, arranging for a private meeting place, arranging access to a telephone and copy machine.

Submit a written request to the Agency for reasonable accommodations or aids for disabled individuals, as necessary and appropriate. The Agency retains the option to approve/disapprove such requests.

Furnish all essential equipment, materials, personnel, and supplies necessary to perform all of

the work detailed herein, including investigating complaints, assembling the investigative files, and preparing the applicable reports.

Forward the case assignment, Letter of Authorization to investigate, and complaint file, via a method that includes a proof of receipt.

Develop an investigative plan and schedule within five (5) business days of receipt of the case assignment, which shall delineate all steps of the investigation (i.e., identify witnesses; method of investigation that will be used, etc.). The plan must be provided to the CO/COTR for review and approval immediately upon expiration of the five (5) day period. Plan must be approved by the Agency before the Contractor implements it. If the plan is disapproved, the Contractor must submit a revised plan within three (3) days of the disapproval.

Coordinate, schedule, and conduct interviews of all relevant witnesses identified in approved investigative plan.

Contact the CO/COTR for guidance and approval when new issue(s) arise that were not addressed or approved in the initial investigative plan. Additional issues may be added via the ordering procedures of the contract.

Submit a written report of investigation.

Only Contractor personnel with a signed Nondisclosure Agreement shall perform investigations and have access to data related to any complaint.

The Contractor shall gather relevant documentary and statistical information as outlined in, but not limited to EEOC MD-110. To gather relevant documentary and statistical evidence the Contractor shall:

Obtain objective evidence in regards to all claims for compensatory damages, e.g., medical records, or any other such documentation that would verify that an injury or harm had occurred;

Review all relevant personnel records and statistical data and make copies as needed for inclusion in the report of investigation;

Assemble the records/data collected in the format specified by the agency;

Contact the CO/COTR or his/her designee immediately to request assistance should the Contractor have difficulty in obtaining documentary evidence or statistical information.

SECURING TESTIMONY

The method of securing testimony shall be by the taking of affidavits during an on-site visit, through interrogatories or by telephone.

To secure testimony as efficiently as possible, the investigator shall at a minimum:

Show or fax all witnesses the Letter of Authorization for the investigation prior to the start of the interview.

Allow Complainant to review the Responsible Official's affidavits in order to prepare a rebuttal affidavit.

Advise the Complainant immediately of the requirement to cooperate in the investigation. If the Complainant refuses to cooperate, the investigator shall proceed with the investigation, securing testimony from witnesses and obtaining all pertinent record information based on the accepted issue(s). Additionally, the investigator shall immediately advise the cognizant Agency EEO Officer of this failure and shall follow up in writing to the CO/COTR.

Inform each witness that he/she has been identified as having information relevant to the complaint.

Inform each witness of his/her right to representation during the securing of testimony.

Inform each witness of his/her right to present evidence.

Obtain testimony under oath or affirmation without a pledge of confidence.

Allow the witness to change his/her affidavit and require the witness to initial each change made. If substantive changes to the testimony relating to the issue(s) are made, the rewritten or retyped signed affidavit and the original affidavit shall be included in the investigative file.

In this case, the Contractor shall prepare a memorandum to the file explaining the inclusion in the file.

Advise the witness of the requirement to cooperate in an EEO investigation if the witness fails to cooperate. Should the witness still refuse to cooperate, the investigator shall immediately verbally advise the cognizant Agency EEO Officer of this failure and shall follow up in writing to the CO/COTR.

COMPENSATORY DAMAGES CLAIMS

Some specific complaints may require an independent investigation. Investigation of a compensatory damages claim may require taking statements as well as securing documents. Evidence gathered during the investigation is to be compiled into a report, which is tabbed. The report is to be submitted within twenty (20) days of receipt of the written request for investigation. The CO/COTR will make the decisions to investigate compensatory damages claims and will coordinate with the investigator.

The investigator may disclose information or documents, as necessary, to obtain information from witnesses, e.g., to explain the allegations in a complaint, or to explain a manager's articulated reasons for an action in order to develop evidence bearing on that reason.

The investigator shall keep the CO/COTR informed of the progress of the investigation through weekly reports.

CONSOLIDATIONS & AMENDMENTS

If the agency adds an amended issue or consolidate complaint to the investigation accepted by the Contractor after the investigator has commenced interviews with the management officials, the Agency shall compensate the contractor at a negotiated proportional percentage rate above the original price for the amended or consolidated complaint and the contractor will be granted an additional thirty days to complete the investigation.

When the Agency adds an amended or consolidated complaint to the investigation accepted by the contractor after the investigator has commenced interviews with the management officials, it shall be the responsibility of the contractor to quote and obtain an amendment at the task order level before performing any work under these scenarios. Only after customer acceptance, the Agency shall permit the contractor to submit a partial invoice for the work completed at the negotiated percentage rate proportionally acceptable between the Customer Agency and the contractor at the task order level based on the original contract price, at the end of the original contract deadline, and the Agency will expeditiously satisfy this amount. The balance of the amount on the original and amended or consolidated complaints investigation will be due only after the Contractor completes the entire investigation, and in accordance with the other terms in the Statement of Work herein. The contractor MUST be proactive about contacting the customer to obtain an amendment to the task order and obtain approval for the additional work, PRIOR to beginning any new actions.

PREPARATION OF REPORTS OF INVESTIGATION

The investigative file shall be arranged as follows:

Description of Complaint to include the following:

Name of the Complainant and Case Number

Title and Grade of Complainant's Position

Name and Location of Agency and Unit Involved in the Complaint;

Date of alleged Discrimination;

Kind of Discrimination Alleged; and

Nature of Action, decision or Condition Giving Rise to the Complaint

Description of Investigation:

Identity of Investigator - Identify Subcontractor or Employee of Firm

Dates of Investigation; and

Date Report of Investigation submitted.

Description of basis(s) and issue(s) in the complaint;

Summary limited to a synopsis of the evidence;

Survey of the general environment; and

Exhibits which shall include, but not be limited to:

The Authority Letter to conduct the Investigation;

Copy of the complaint(s);

EEO counselor's report with attachments;

Transmittal letters;

Acceptance letter;

Letters to Responsible Officials (RO);

Documentation of any matters pending before the EEOC;

Relationship or Organizational chart;

Workforce profile annotated by name, title, position and the accepted basis(es);

Affidavits of the Complainant, ROs, pertinent witnesses; Each affidavit shall be tabbed;

Statistical information; and

Documentation relevant to the issue(s) and basis(es). Each document shall be tabbed and or/sub-tabbed.

For example, each application shall have a sub-tab; a tab shall separate all of the applications from other documents.

Should the Contractor choose not to include an entire solicited document or material offered in evidence by the complainant, or a witness, in the investigative file, the Contractor shall have in the file a Memorandum to the Record stating the reasons for the exclusion.

The following kinds of information are privileged and normally should not be included in the Investigative File:

Medical information about the complainant or other witness unless it is pertinent to the disposition of the complaint.

Information that has a defense classification or that is proprietary.

Deliverables:

FINAL REPORT OF INVESTIGATION: One (1) original and five (5) copies of the Report of Investigation and, if required, a CD-ROM containing the Report of Investigation shall be submitted to the COTR within forty-five (45) days of receipt of the letter transmitting the files to the vendor. The Agency may order additional copies from the Contractor. Additional copies of reports ordered prior to delivery of the final report shall be due simultaneously with the report. In some instances, the Agency may require digital copies in lieu of paper copies.

SUPPLEMENTAL INVESTIGATION: Within ten (10) days of receipt of the Final Report of Investigation, the COTR shall forward the corrected copy of the Report to the CO/COTR within fifteen (15) days of receipt of the comments of the COTR.

SANITIZING OF REPORTS OF INVESTIGATION: The original and all copies of final reports shall be sanitized as follows: The home address, home telephone number, and social security number for all witness and other individuals (e.g., applicants for a position) shall not

be released. Further sanitation efforts may be required by the agency.

INVESTIGATIVE FILE CONTENT AND FORMAT: The content and format of the investigative file shall be in accordance with EEOC MD 110 and any subsequent revision issued by the EEOC. Completed reports will be assembled in numerical order, as shown in Sections 6.0 of the S.O.W, using the tabs and sub-tabs. Each volume of a report shall be labeled using the complaint's name, agency docket number, volume number and agency name. The FINAL REPORT shall have a hard cover. The report shall be securely bound and fastened.

REQUESTS FOR EXTENSION OF THE INVESTIGATION

Any request by the Contractor to extend an investigation beyond the period stipulated by the agency must be submitted to the CO/ COTR for approval. Requests should be received at least two (2) working days before the due date on an investigation.

PENALTIES FOR FAILING TO TIMELY DELIVERY REPORT OF INVESTIGATION

If the Contractor fails to deliver the Report of Investigation to the CO/COTR or his/her designee within the specified date agreed to for delivery, the Contractor will be subject to the loss of fees or payment as follows:

Time Beyond Due Date	Penalty
Ten (10) calendar days beyond due date	10% of original fee
Twenty (20) calendar days beyond due date	30% of original fee
Thirty (30) calendar days beyond due date	50% of original fee
Forty (40) calendar days beyond due date	70% of original fee
Fifty (50) calendar days beyond due date	100% of original fee

Penalties shall not apply where the Agency has granted an extension of the due date prior to the expiration of the original due date. Penalties shall not apply where delay is due to Agency action or inaction, such as failing to provide Contractor with documents, witness lists, location of witnesses, or where Agency witnesses fail to appear for scheduled interviews or otherwise make themselves unavailable to the Contractor.

If the Contractor fails to deliver the Report of Investigation on the fiftieth day beyond the due date, then the Contractor must return the case file on that date to the COTR or her/his designee.

PENALTIES FOR REVISING THE REPORT OF INVESTIGATION FOR QUALITY

After reviewing the Report of Investigation if the CO/COTR determines the Report of Investigation deficient in quality because information essential to the issues in the complaint is absent, the investigative summary is poorly drafted or the case file is not properly organized, the CO/COTR may return the case file to the Contractor to remedy the deficiency. If the CO/COTR returns the Report of Investigation for revision, the Contractor will be subject to the loss of fees or payment as follows;

Time to Complete Revision	Penalty
Fifteen (15) calendar days	No Penalty

Thirty (30) calendar days	10% of original fee
Forty-five (45) calendar days	25% of original fee
Sixty (60) calendar days	50% of original fee

If the Contractor fails to complete the revision of the Report of Investigation on the sixtieth day following return of the case file from the CO/COTR to the Contractor for revision, then the Contractor must transmit the case file back to the CO/COTR. Under this circumstance, the Contractor will receive no compensation for the investigation.

TERMINATING OR INTERRUPTING THE INVESTIGATION PRIOR TO COMPLETION

The Complainant and the Agency may elect to engage in Alternative Dispute Resolution (ADR) during the course of the investigation of a complaint, or Complainant may withdraw the complaint, file a civil action or the case may otherwise terminate or interrupt. If such case, the Contractor will be so notified in order to suspend, continue and/or end the investigation. The Agency shall compensate the Contractor for the documented time spend, in accordance with terms of the agreement, conducting the investigation to that point, prior to notification to the Contractor.

OBJECTIVITY OF INVESTIGATORS

The Contractor shall monitor the work of its investigators to ensure their objectivity throughout the investigation of a complaint. If the Contractor determines that an investigator may be biased toward the agency or the complainant, the Contractor must remove the investigator and assign another in his/her place. The Agency may at any time request the removal of an investigator where facts demonstrate that the investigator is biased toward either party.

TRAINING OF INVESTIGATORS

Training for EEO Complaint Investigators must be in accordance with EEOC Management Directive (MD) 110. Investigators hired after November 9, 1999, must have completed at least thirty-two hours of investigator training before conducting investigations. This training requirement may be waived for experienced Investigators; however, all Investigators must receive continuing eight hours of investigators training each year.

PREPARATION OF AN ANALYSIS & RECOMMENDED FINAL AGENCY DECISION (FAD) IN DISCRIMINATION COMPLAINTS

The Contractor shall prepare an analysis and recommended final agency decision relating to the issue(s) alleged in the complaint(s). The recommended final agency decision shall consist of a presentation of fact, a determination as to whether or not discrimination was found, the basis for the determination made in accordance with the appropriate models of analysis and applicable case law, and a recommended course of action. The analysis and recommended final agency decision shall be clear, concise, logical, well reasoned, well documented, and fully supported. The Contractor's findings, conclusions and recommendations are not binding on the ordering agency. The analysis and recommended final agency decision shall be submitted to the ACP.

INQUIRY, RESOLUTION ATTEMPT, AND PREPARATION OF AN ANALYSIS AND RECOMMENDED FINAL AGENCY DECISION (FAD) ON ALLEGATIONS OF NONCOMPLIANCE WITH SETTLEMENT AGREEMENTS OR FINAL DECISIONS

Inquiry Into Allegations of Noncompliance With Settlement Agreements and Preparation of

an Inquiry Report

The Contractor shall review the settlement agreement and allegation(s) of breach of the terms of the settlement agreement and conduct an inquiry sufficient to determine whether a breach has occurred and to recommend resolution to the ACP based on the findings during the inquiry. The inquiry report shall include but is not limited to statements of complainant and witnesses, copies or extracts of records, and policy statement(s) or regulations of the agency, organized to show their relevance to the issue of noncompliance. If resolution efforts are successful, a proposed settlement agreement shall be prepared and coordinated with the ACP.

Analysis and Recommended Final Agency Decision

The analysis and recommended final agency decision shall consist of a presentation of fact, a determination as to whether or not noncompliance occurred, the basis for the determination made in accordance with applicable case law, and a recommended course of action. The analysis and recommended final agency decision shall be clear, concise, logical, well reasoned, well documented, and fully supported. The Contractor's findings, conclusions and recommendations are not binding on the ordering agency.

To conduct the inquiry as efficiently as possible, the ordering agency shall:

1. Forward the case file to the Contractor. The file shall include the Letter of Authorization to conduct the inquiry and a summary of the circumstances of the alleged issue(s) of noncompliance.
2. Inform agency personnel that failure to cooperate with the Contractor may result in disciplinary action and/or drawing of adverse inference(s).
3. Have the option of requesting the Contractor to submit an inquiry activity action plan. If the ordering agency requests a copy of the action plan, the ACP shall review the plan and discuss any discrepancy with the Contractor.
4. Assist in the coordination of appointment(s) made by the Contractor with management official(s) to discuss noncompliance issues and/or resolution.
5. Review terms and conditions of the proposed settlement agreement(s) recommended by the Contractor.

The Contractor shall review the settlement agreement or final decision, gather documentary and statistical information, as outlined in but not limited to the Complaint Evidence Checklist (EEO Management Directive MD-110) for inclusion in the inquiry report.

To secure testimony/information as efficiently as possible, the Contractor shall:

1. Show all parties picture identification and the Letter of Authorization prior to the start of any face to face interview or conference. In all other instances, provide a copy of the Letter of Authorization with any written request for relevant information.
2. Inform each person interviewed that he/she has been identified as having information relevant to the issue of noncompliance.
3. Inform each person interviewed of his/her right to present evidence.
4. Disclose information or documents, as necessary, to obtain information from persons interviewed and to explain the issue(s) of noncompliance.

RESOLUTION ATTEMPT AND REPORT OF INQUIRY REGARDING NOTICES OF INTENT TO SUE UNDER AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED

Inquiry Into Notices of Intent To File a Civil Action In Age Discrimination Complaints
The Contractor shall review the allegation(s) of age discrimination and conduct an inquiry

sufficient to determine whether there is evidence that unlawful age discrimination occurred and to recommend resolution or a final agency decision to the Agency Contact Person (ACP) based on the findings during the inquiry. The inquiry report shall include but is not limited to statements of complainant and witnesses, copies or extracts of records, policy statement(s), and regulations of the agency, organized to show their relevance to the issue of age discrimination.

Report of Inquiry

The report of inquiry shall include a presentation of fact, a recommendation as to whether or not unlawful age discrimination has occurred, the basis for the determination made in accordance with applicable case law, and a recommended course of action. The report of inquiry shall be clear, concise, logical, well reasoned, well documented, and fully supported. If resolution efforts are successful, a proposed settlement agreement shall be prepared and coordinated with the ACP.

To conduct the inquiry as efficiently as possible, the ordering agency shall:

1. Forward the case file to the Contractor. The file shall include the Letter of Authorization to conduct the inquiry and a summary of the circumstances of the alleged issue(s) of discrimination.
2. Inform agency personnel that failure to cooperate with the Contractor may result in disciplinary action.
3. Assist in the coordination of appointment(s) made by the Contractor with management official(s) to discuss the issue of discrimination and/or resolution.
4. State the method of inquiry in the delivery order.

The Contractor is responsible for gathering testimonial, documentary, and statistical information sufficient to develop a thorough inquiry report.

ALTERNATIVE DISPUTE RESOLUTION

At a minimum, the Contractor shall include the following steps in the ADR process:

ADR Action Plan: The Contractor shall develop an ADR Action Plan, including milestone dates. The ADR Action Plan shall be made available to the Agency Contact Person (ACP) in accordance with the time frames of this Statement of Work (SOW). The ADR Action Plan shall identify the name of the proposed dispute resolution professional and include a copy of the dispute resolution professional's resume detailing his/her ADR experience.

Review of Agency Dispute File: The Contractor, at the request of the ordering agency, shall review the agency dispute file to determine the specific action(s) that caused the aggrieved person to believe that he/she is a victim of discrimination.

Meetings/Caucuses: The Contractor shall advise the principal parties of the time and place for the ADR meeting(s). The Contractor shall conduct meetings, jointly or separately, and shall explore with the parties various options for resolving the dispute. Meetings shall be conducted during normal duty hours of the principal parties. The Contractor shall also mediate like or related issues raised during the ADR process, after coordination and negotiation of price(s) with the ACP.

Initial Meeting: The Contractor shall, before beginning ADR and throughout the process, review with the parties the ADR process, respective responsibilities of the dispute resolution professional and the parties, affirm the party's willingness to participate in the process, and

fully explain EEO procedures and guidelines relating to ADR.

Identification of Issue(s) and Basis(es): The Contractor shall encourage and elicit sufficient information from the parties to ensure that the issue(s) is clearly defined.

Agreement: If the allegation(s) is resolved and full or partial agreement is reached on the substance of the dispute, the Contractor shall assist the parties in putting the proposed agreement in writing and obtaining appropriate concurrence and signatures from the parties. The Contractor shall forward two (2) original copies of the agreement to the ACP. The ACP shall provide an original agreement to the complainant. An extension of up to five (5) days may be permitted by the ACP to obtain signatures.

Closure: When it becomes apparent to the Contractor that resolution will not be reached, the Contractor shall inform the parties that their efforts to settle the dispute have been unsuccessful and shall close the ADR process. The Contractor shall maintain confidentiality in the process unless required to by law.

Information Exchange: The Contractor shall determine whether the parties need to share information about the dispute. This exchange of information shall be coordinated and its scope limited by the Contractor, and may be accomplished through depositions, exchanges of information across the negotiating table by way of stipulations as to the facts, or as determined by the Contractor. The information shall include all relevant dates for each disputed allegation and shall be coordinated with the ACP. When the facts are not in dispute (because the parties are familiar with each others' version of the facts and they agree on the facts), the facts are not complicated, or only the interests of the parties need to be addressed, the Contractor may determine that an exchange of information shall not be necessary. The agency shall:

Determine when an aggrieved person or complainant is to be referred to the Contractor for ADR.

1. Obtain written consent agreement from the parties to participate in the ADR process.
2. Forward the case to the Contractor. This shall include the letter of authorization and other relevant documents as determined by the agency.
3. Provide private meeting space for the on-site visit and/or authorize other method(s) of ADR to accomplish resolution.
4. Provide other accommodation(s)/aid(s) that may be requested by persons with disabilities.
5. Coordinate and negotiate cost(s) for the resolution of like and related issues raised after receipt of the task order by Contractor.
6. Make available agency officials who will be able to respond to questions and who have authority to resolve the dispute.

The Contractor is required to adhere to the Model Standards of Conduct for Mediators promulgated by the Society of Professionals in Dispute Resolution, the American Arbitration Association, and the American Bar Association.

Confidentiality: All information revealed during the ADR process is confidential. The Contractor shall advise the parties to the resolution attempt of their obligation to resist disclosures of information about the contents and outcomes of the ADR process. The Contractor in connection with the ADR function shall not utilize electronic devices used for recordings or transcripts of ADR proceedings or conferences.

Additional Services: Upon request of the agency, the Contractor and the ACP may negotiate terms and conditions for additional ADR services, e.g. neutral evaluations, conciliation, mini-trials, etc. Upon request of the agency, the Contractor may apply ADR techniques in situations where the Federal government is the interested party. An example is Title VI

Americans with Disabilities Act.

EEO TRAINING AND CONSULTING

Consultant Services

The EEO consultant will review the current agency environment, make recommendations, point out opportunities for improvement, and recommend appropriate training, handbook development, etc. The Contractor shall not proceed with training, handbook development, etc., without a separate task order. Specific requirements shall be established in each task order.

Training Courses

The Contractor shall, in regard to each training course ordered:

1. Determine curriculum needed to implement training requirements
2. Write task statements, learning and instructional objectives, and training course evaluation criteria
3. Be familiar with and have the capability to provide agencies with methods and media appropriate to attain training objectives, i.e. distance learning, computer course ware, videoconferencing, etc.
4. Develop and write specifications for training plans and training and instructional materials
5. Use appropriate and realistic strategies for collecting feedback
6. Select procedures for validating the course content.

Custom designed materials designed specifically for the Government shall become the property of the Government and shall not be used commercially by the Contractor. Course duration shall be specified in the task order by the ordering agency. Course cancellation and rescheduling shall be coordinated between the Contractor and the ordering agency.

The Contractor shall be responsible for:

1. Registration of agency employees (by mail, fax, telephone, electronic mail, in person)
2. Confirmation notification
3. Training accessibility
4. Course evaluation form
5. Providing upon request, reasonable accommodations or aids for disabled individuals.

The ordering agency shall be responsible for:

1. Developing course objectives and forwarding the training objectives for the course(s) requisitioned to the Contractor
2. Determining employee-training needs
3. Securing location and private training space and access to telephone and copy machines
4. Providing upon request, reasonable accommodations or aids for disabled individuals
5. Evaluating training course content and training course evaluation form
6. Notifying the Contractor of the substitution or withdrawal of agency employees
7. Determining course hours and attendance
8. Assessing training course evaluations.

NOTE: It is at the agency's discretion to provide VCR's, televisions, overhead projectors and other audiovisual aids or other equipment necessary for training purposes.

EEO COUNSELING & INDIVIDUAL AND CLASS COMPLAINT

The counseling service shall be performed in accordance with the Equal Employment Opportunity Commission (EEOC) regulations set forth at 29 C.F.R. Part 1614; EEO Management Directive (MD)-110, Chapter 2; EEOC's Guide to Effective EEO Counseling; and any subsequent law, statute, regulation, or directive included within the scope of this contract. If resolution efforts are successful, a proposed settlement agreement shall be prepared and coordinated with the ACP. Three types of potential complaints are to be counseled: (1) individual, (2) class, and (3) consolidated.

The ordering agency may authorize the use of various methods to complete the counseling activity. These methods could include an exchange of letters or position papers, on-site visits, or any other method or combination of methods that would lead to the development of the counseling report.

For complaints consolidated for multiple complainants, the Contractor shall consolidate the counseling activity. However, all counseling reports shall be individualized. For example, if three allegations are raised over non-selection (two on the basis of age and one on the basis of race and sex), the Contractor shall make one on-site visit to perform all necessary interviews and discuss all of the complaints with the responsible official(s), but shall provide three (3) sets of Reports of Counseling (one dealing with the first complainant, one dealing with the second complainant, and one dealing with the third complainant).

The counseling service shall include at a minimum the following:

1. Counseling Activity Action Plan: The Contractor shall, upon request from the ordering agency, provide a plan of action to complete the counseling task. Any such plan will be prepared in the format specified by the ordering agency.

1. Issue(s) and Basis(es) Determination: The Contractor shall determine the specific action(s) which caused the aggrieved person to believe he/she is a victim of discrimination. The Contractor shall clearly define the issues and obtain the aggrieved person's agreement, in writing, on the issue as framed.

1. Inquiry: The Contractor shall interview relevant individuals to secure information about the issue and review relevant agency records. The Contractor's counseling report shall include all relevant dates for each allegation raised to ensure that the issue was raised in a timely manner. The Contractor shall also determine what documents control the action giving rise to the issue being grieved and make them a part of the counseling report.

1. Informal Resolution Efforts: The Contractor shall attempt resolution of the issue(s) and document all resolution efforts. All resolution efforts shall be coordinated with the agency contact person (ACP). If the allegation(s) is resolved, the Contractor must prepare the specific terms and conditions of the settlement agreement and signed by the parties specified by the ACP.

1. Report of Counseling: The Contractor shall ensure that the Counseling Report includes but is not limited to the following:

- a. A precise description of the issue(s) counseled and the basis(es) stated by the complainant
- b. Relevant documents gathered during the inquiry
- c. Specific information bearing on timeliness of the counseling contact
- d. If timeliness appears to be a factor, a written explanation for the delay
- e. An indication as to whether an attempt to resolve the complaint was made and a summary of any resolution effort.

1. Contractor's Advice To The Aggrieved Person:

The Contractor shall, in accordance with MD-110, Chapter 2, Attachment E, EEO Counselor Checklist, advise individuals in writing of their rights and responsibilities. The Contractor shall advise the aggrieved person in writing, of the following, in accordance with 29 C.F.R. 1614.105(b):

- a. EEO complaint process
- b. Election requirements
- c. Right to anonymity
- d. Right to representation
- e. Duty to mitigate damages
- f. Duty to keep the agency informed of current mailing address
- g. Duty to serve copies of appeal papers on the agency

The ordering agency shall:

1. Arrange accommodations that include but are not limited to a private meeting place and access to a telephone and copy machine. Upon request, the ACP will provide reasonable accommodations or aids for disabled individuals.
2. Forward the case file to the ACP. The file shall include the letter of authorization to counsel the aggrieved individual; informal complaint documents, if applicable; and a summary of the circumstances or issue(s) of the complaint as presented.
3. Include travel costs where travel may be anticipated to accomplish the counseling activity.
4. Inform agency personnel that failure to cooperate with the Contractor may result in disciplinary action and/or drawing of adverse inference(s).
5. Have the option of requesting the Contractor to submit a counseling activity action plan. If the ordering agency requests a copy of the action plan, the ACP shall review the plan and discuss any discrepancy with the Contractor.
6. Assist in the coordination of appointment(s) made by the Contractor with management official(s) to discuss resolution.

The Contractor shall gather documentary and statistical information as outlined in but not limited to the Complaint Counseling Checklist, MD-110. To secure relevant information as efficiently as possible, the Contractor shall:

1. Show all parties picture identification and the Letter of Authorization prior to the start of any face to face interview or conference. In all other instances, provide a copy of the Letter of Authorization with any written request for relevant information.
2. Inform each person interviewed that he/she has been identified as having information relevant to the issue of noncompliance.
3. Inform each person interviewed of his/her right to present evidence.
4. Disclose information or documents, as necessary, to obtain information from persons interviewed and to explain the issue(s) of noncompliance.

REFERENCE MATERIALS

The Contractor shall be responsible for printing, design, distribution, data collection and analysis, information organization, editing, copyrighting, and future editions. Materials designed specifically for the Government shall become the property of the Government and shall not be used commercially by the Contractor.

The agency shall be responsible for:

1. Developing objectives and general specifications for the content and format of the material

- ordered and providing it to the Contractor
2. Reviewing and evaluating materials developed
 3. Defining the audience
 4. Determining the number of copies to be delivered
 5. Determining the scope of distribution
 6. Providing assistance and general guidance to the Contractor, as requested.

Sales: \$20,150,746

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R499

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$15 million
561410	Document Preparation Services	\$15 million
561611	Investigation Services	\$20.5 million

595 26 --- Private Shared Service Center for non-Core HR Services (offered by contractors awarded 595-22):

These non-Core services comprise HR Strategy. Organization and Position Management, Staff Acquisition, Performance Management, Compensation Management, Human Resource Development, Employee Relations, Labor Relations, and Separation Management. The technical requirements for this SIN are defined by the Office of Personnel Management's Business Reference Model for the HR Line of Business.

NOTE: PROPOSALS FOR SIN 595-26 ARE NOT BEING ACCEPTED AT THIS TIME.
THE PERIOD FOR SUBMITTING PROPOSALS IS CURRENTLY CLOSED.

Sales: \$19,537,163

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R799

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541612	Human Resources Consulting Services	\$15 million

595 27 --- Pre-Employment Background Investigations

A variety of timely pre-employment background investigations for persons seeking Federal Government employment are provided. Examples of Pre-Employment Screening support include but are not limited to: Provide background investigations (background checks) for potential or existing employees in accordance with applicable Federal, State and local regulations. Examples include: Verification of previous employers; salary histories; criminal records checks; education verification; and credit history checks. All investigative activities must be conducted in compliance with the Fair Credit Report Act as amended. Upon request, investigative services offered include Local Agency Check (LAC), National Agency Check

with Local Agency Checks and credit checks (NACLC), Single Scope Background Investigations (SSBI), SSBI - Periodic Reinvestigation (SSBI-PR) and Misconduct Investigations (SSBI-MI). These investigative services can support the authorized Department/Agencies in acquiring Reports of Investigation (ROI) in areas of public trust, national security and suitability investigations conducted by the Federal Government in compliance with appropriate sections of the United States Code (i.e. Title 5, Title 15), Executive Orders and requesting Department/Agency Directives, Policies and Procedures. Service providers must operate from a facility approved in accordance with the provisions of the National Industrial Security Program Operating Manual (NISPOM). Investigative Support Personnel and the Field Investigator staff must have active security clearances to the appropriate level as required by the customer Agency/Department.

NOTE: CONTINUED FROM ABOVE SIN DESCRIPTION

These investigations may include, but are not limited to: absence without leave and attendance irregularities; conducting personal business during the duty hours; fighting, threatening, harassing, or abusing co-workers, supervisors, or the public; refusal or failure to follow lawful instructions or procedures; insubordination or neglect of duty; misuse of government vehicles, facilities, personnel, or equipment; falsification of employment applications or other government documents; alcohol or drug abuse; violations of employee ethical conduct standards.

NOTE: Offeror must confirm that they are NISPOM compliant.

The following are descriptive requirements for the high-end background investigations:

National Agency Check with Local Agency Checks and Credit Checks (NACLC):

The contractor shall perform a National Agency Check as part of a personal security investigation consisting of a search of records of appropriate national agencies, to include at a minimum an FBI-Headquarters check, and FBI-CJIS Fingerprint check, a review of the OPM Security/Suitability Investigations Index (OPM SII), and a review of the DOD Defense Clearance Investigations Index (DCII). A NAC may also include a check of CIA, INS, State Department, Military Personnel Records Center, Treasury, etc., as appropriate. A NAC is a part of all investigations and reinvestigations for access to classified information. (Note: Individuals whose Confidential or Secret access was based on a NAC can only continue to hold that access without reinvestigation until it is time for their periodic reinvestigation. Also, NAC(s) are the basis for trustworthiness decisions.) Also included are reviews of local law enforcement agencies covering the area(s) where the Subject has resided, worked, and/or attended school during the last five years, plus credit checks covering the area(s) in which the subject has resided, worked, and/or attended school during the last seven years. A NACLC is the minimum DOD investigation requirement to determine eligibility for access to CONFIDENTIAL and SECRET.

Local Agency Check (LAC): The contractor shall perform a LAC by reviewing the appropriate criminal history records at the local law enforcement agencies (e.g., Police Department, Sheriffs Office, etc.) with jurisdiction over the areas where the subject has resided, gone to school, or worked. Also included are reviews of local law enforcement agencies covering the area(s) where the Subject has resided, worked, and/or attended school during the last five years, plus credit checks covering the area(s) in which the Subject has resided, worked, and/or attended school during the last seven years.

Single-Scope Background Investigation (SSBI): The contractor shall perform personnel security investigation for critical sensitive positions and for access to SCI or for a collateral TS clearance. The scope for an SSBI varies- some items require seven years coverage (such as

financial reviews) and others require ten years (such as local agency checks), or from the date of the Subjects 18th birthday, whichever is shorter, provided it covers at least the last two full years but does not proceed the Subjects 16th birthday.

SSBI Periodic Reinvestigation (SSBI-PR): The contractor shall perform an investigation conducted to update a previously completed background investigation (SSBI or PR) on persons occupying positions with access to sensitive and/or classified DOD information (Top Secret, Top Secret SAP, and SCI). The scope of the SSBI-PR is the most recent five years, or the period since the last investigation, whichever is longest (however, the financial review will not exceed the last seven years).

Note: In addition to CI-FSS-151 ADDITIONAL EVALUATION FACTORS FOR AWARD (MAR 2008), offerors wishing to provide NACLC, LAC, SSBI and SSBI-PR shall demonstrate they have at least two (2) years of relevant experience in HR outsourcing at the federal, state, or local government levels on an organization wide basis regionally or nationally. Experience in the commercial sector may be substituted for experience in the government sector. However, the experience must be similar in complexity to the work required under this solicitation. Key personnel/individual experience may be substituted for corporate experience. Offers shall include a complete description of two (2) to three (3) of their largest dollar projects completed within the last two (2) years relevant to the specialized work offered. Work must be similar in complexity to the work required under this solicitation. The contractor must operate from a facility approved in accordance with the provisions National Industrial Security Program Operating Manual (NISPOM). Investigative Support Personnel and the Field Investigator staff must have an active personnel security clearance to the appropriate levels as required by the requesting Agency/Department. All Report(s) of Investigation (ROI) submitted must be in accordance with the appropriate Executive Orders, USC(s), all requesting Agency/Department policies, and procedures in effect at the time the ROI is completed.

Misconduct Investigations (SSBI-MI): The contractor shall conduct investigations of misconduct by agency employees. The misconduct involved may concern violations of policy, rules, regulations, or law that the government has determined do not warrant criminal prosecution but could result in discipline, disqualification, or disbarment from government employment, contracts, entitlements or benefits. These investigations may include, but are not limited to: absence without leave and attendance irregularities; conducting personal business during duty hours; fighting, threatening, harassing, or abusing co-workers, supervisors, or the public; refusal or failure to follow lawful instructions or procedures; insubordination or neglect of duty; misuse of government vehicles, facilities, personnel, or equipment; falsification of employment applications or other government documents; alcohol or drug abuse; violations of employee ethical conduct standards.

Note: In addition to CI-FSS-151 ADDITIONAL EVALUATION FACTORS FOR AWARD (MAR 2008), offerors wishing to provide SSBI-MI shall demonstrate that they have at least two (2) years of relevant experience in conducting misconduct investigations at the federal, state or local government levels on an organization wide basis regionally or nationally.

Requesting Department/Agencies may require active personnel security clearances of investigative support personnel or field investigator staff. All Reports of Investigation (ROI) submitted must be in accordance with appropriate Executive Orders, USC(s), as well as any requesting Agency/Department policies and procedures in effect at the time the ROI is completed. Examples of applicable Executive Orders (EO) and United States Code(s) (USC) are, but not limited to: 5 USC 7301, 5 USC 301, EO 12674.

Sales: \$113,232,369**Sales Period:** Oct 1, 2017 to Sep 30, 2018**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R499**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
561611	Investigation Services	\$20.5 million

595 28 --- Social Services, Professional Counseling and Veterans Readjustment & Behavioral Health Services

Contractor provides comprehensive employee assistance and related social and behavioral health counseling and readjustment services including, but not limited to, traditional EAP, vocational and psychosocial rehabilitation, physical/ occupational/educational therapy and outpatient recovery; personal and family support, wellness coaching, psychotherapy, including homeless counseling and placement services, emergency response and social advocacy services, educational and public health program administration, service registries (employment, daycare, etc); legal, benefit/compensation consultation in the areas of individual and family personal and financial enhancement. Provides Telemental Health counseling services which augments treatment and improves patient access using Telehealth channels. Provides licensed and credentialed personnel who provide case management behavioral health support leading to improved patient centered outcomes in the evaluation, assessment, treatment and rehabilitation of identified patient population individuals (i.e. multi-tour war theater veterans; disaster victims; incarcerated individuals delivered either in-the-home, in community based facilities or in correctional facilities), telephonically, via remote video and/or via telehealth, web-based and/or social media channels - in areas including but not limited to, substance abuse disorder (SUD), suicide prevention, depression, military sexual trauma (MST), Post-Traumatic Stress Disorder (PTSD) and/or Traumatic Brain Injury (TBI) and/or Polytrauma. Services may be all inclusive, separate, short and/or long term, bundled or unbundled.

Sales: \$50,865,362**Sales Period:** Oct 1, 2017 to Sep 30, 2018**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R799**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
541110	Offices of Lawyers	\$11 million
541611	Administrative Management and General Management Consulting Services	\$15 million
541612	Human Resources Consulting Services	\$15 million
541990	All Other Professional, Scientific and Technical Services	\$15 million
561311	Employment Placement Agencies	\$27.5 million
621112	Offices of Physicians, Mental Health Specialists	\$11 million
621330	Offices of Mental Health Practitioners (except Physicians)	\$7.5 million
621340	Offices of Physical, Occupational and Speech Therapists and Audiologists	\$7.5 million
621410	Family Planning Centers	\$11 million

621420	Outpatient Mental Health and Substance Abuse Centers	\$15 million
621999	All Other Miscellaneous Ambulatory Health Care Services	\$15 million
622210	Psychiatric and Substance Abuse Hospitals	\$38.5 million
623220	Residential Mental Health and Substance Abuse Facilities	\$15 million
623311	Continuing Care Retirement Communities	\$27.5 million
624110	Child and Youth Services	\$11 million
624190	Other Individual and Family Services	\$11 million
624229	Other Community Housing Services	\$15 million
624230	Emergency and Other Relief Services	\$32.5 million
624310	Vocational Rehabilitation Services	\$11 million
624410	Child Day Care Services	\$7.5 million
713940	Fitness and Recreational Sports Centers	\$7.5 million
812191	Diet and Weight Reducing Centers	\$20.5 million
812210	Funeral Homes and Funeral Services	\$7.5 million
813110	Religious Organizations	\$7.5 million
813311	Human Rights Organizations	\$27.5 million
813319	Other Social Advocacy Organizations	\$7.5 million
813410	Civic and Social Organizations	\$7.5 million
923110	ADMINISTRATION OF EDUCATION PROGRAMS	Not available
923120	ADMINISTRATION OF PUBLIC HEALTH PROGRAMS	Not available
923130	ADMINISTRATION OF HUMAN RESOURCE PROGRAMS (EXCEPT EDUCATION, PUBLIC HEALTH, AND VETERANS' AFFAIRS PROGRAMS)	Not available

738X 500 --- Order-Level Materials (OLMs)

Order-Level Materials (OLMs) are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA). OLMs are not defined, priced, or awarded at the FSS contract level. They are unknown before a task or delivery order is placed against the FSS contract or FSS BPA. OLMs are only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN) and are subject to a Not To Exceed (NTE) ceiling price. OLMs include direct materials, subcontracts for supplies and incidental services for which there is not a labor category specified in the FSS contract, other direct costs (separate from those under ODC SINs), and indirect costs. OLMs are purchased under the authority of the FSS Program and are not open market items.

Items awarded under ancillary supplies/services or other direct cost (ODC) SINs are not OLMs. These items are defined, priced, and awarded at the FSS contract level, whereas OLMs are unknown before an order is placed. Ancillary supplies/services and ODC SINs are for use under all order type CLINs (Fixed-Price (FP), T&M, and LH), whereas the Order-Level Materials SIN is only authorized for use under T&M and LH order CLINs.

The Order-Level Materials SIN is only authorized for use in direct support of another awarded SIN. Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs. OLMs are defined and priced at the ordering activity level in accordance with GSAR clause 552.238-82 Special Ordering Procedures for the Acquisition of Order-Level Materials. Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF). The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against an FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: For additional information regarding the OLM SIN, please see the following web

pages:

<https://www.gsa.gov/olm>

<https://interact.gsa.gov/document/order-level-materials-vendor-webinar-training-slides-and-faq>

OLMs are not limited to the NAICS/PSC selected.

Sales: \$1,243,925

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R499

Maximum Order : \$100,000

NAICS

Number	Description	Business Size
561499	All Other Business Support Services	\$15 million

Part II - CONTRACT TERMS AND CONDITIONS

NOTICE CONCERNING RESPONSES TO THIS SOLICITATION:

NO HARD COPY RESPONSES WILL BE ACCEPTED UNDER THIS REFRESH.

The following link provides guidance on utilizing the eOffer and eMod systems, obtaining digital certificates, and using the eOffer and eMod Training Guides: <http://eoffer.gsa.gov>

GSA has developed eOffer, a web Based application that allows an Offeror to prepare and submit an MAS offer electronically. eOffer is designed to create an interactive, secure environment that simplifies the contracting process from submission of offers to contract awards. eOffer uses the latest digital authentication technology to ensure the integrity of data and to electronically sign the offer. Digital certificates are required in order to use eOffer. The eOffer website at www.gsa.gov/eoffer contains a variety of information regarding the eOffer application, including available training, information regarding digital certificates. PLEASE BE ADVISED ANY OFFER SUBMITTED MUST BE SUBMITTED THROUGH THE EOFFER PROCEDURES. NO PAPER COPIES OF OFFERS WILL BE CONSIDERED.

NOTICE CONCERNING MODIFICATIONS TO ALL CONTRACTS AWARDED UNDER THIS SOLICITATION.

GSA WILL ONLY ACCEPT MODIFICATION REQUESTS SUBMITTED ELECTRONICALLY AS EMODS (<http://eoffer.gsa.gov>).

GSA's National Administrative Services and Office Supplies Acquisition Center will only accept contractor-initiated modification requests through the GSA eMod System.

The following link provides guidance on utilizing the eMod system, obtaining digital certificates, and using the eMod Training Guide: <http://eoffer.gsa.gov>.

Offerors are responsible for payment to Open Ratings, Inc. for past performance evaluation prior to submission of an offer.

The solicitation is open continuously with no closing date. The resultant contracts are awarded as Indefinite Delivery, Indefinite Quality; Fixed Price Adjustment. Contract periods commence on the Date of Award through a 5-year base period with three 5-year option periods. The resultant contracts provide a streamlined acquisition approach for federal agencies to obtain Human Capital Management & Administrative Support Services. Agency ordering procedures for services and further information on GSA Multiple Award Schedules programs may be found at www.gsa.gov/schedules.

GSA is only issuing this solicitation/request for proposal through the FedBizOpps internet site, GSA will not provide paper copies of this solicitation. Interested parties may access the solicitation at Internet address <http://www.FedBizOpps.gov>. This site contains information describing the Federal Business Opportunities and how to register to receive automatic notices of acquisitions. All responsible sources may submit an offer which shall be considered by this agency.

Begin Regulation

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) 4.1804(c)

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

Commercial and Government Entity (CAGE) code means —

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE)

code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95)
(BACK)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified “Confidential,” “Secret,” or “Top Secret.”

(b) The Contractor shall comply with –

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

Begin Regulation

**52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR
INFORMATION SYSTEMS (JUN 2016)**

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95)
(BACK)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2019) (ALTERNATE II – JAN 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)	Clause
52.203-6	RESTRICTIONS ON	Clause

	SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)	
52.204-10	REPORTING EXECUTIVE	Clause
	COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)	
52.204-15	SERVICE CONTRACT REPORTING	Clause
	REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)	
52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)	Clause
52.219-13	NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)	Clause
52.219-14	LIMITATIONS ON SUBCONTRACTING (JAN 2017)	Clause
52.219-27	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	Clause
52.219-29	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (DEC 2015)	Clause
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)	Clause
52.219-30	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC 2015)	Clause
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (ALTERNATE II - NOV 2016)	Clause
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN	Clause

	2018)	
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	Clause
52.222-26	EQUAL OPPORTUNITY (SEP 2016)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)	Clause
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	Clause
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (AUG 2018)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)	Clause
52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDSâ##PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)	Clause
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)	Clause

- (d) (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to —
- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than —
- (i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
 - (ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause —
- (A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
 - (B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
 - (C) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
 - (D) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (E) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (F) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
 - (G) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (H) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (I) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (J) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
 - (K) x 52.222-50, (1) Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

x (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(L) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

(M) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

(N) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(O) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(P) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(Q) x (1) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

x (2) Alternate I (Jan 2017) of 52.224-3

(R) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note)

(S) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(T) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[Note to Offerors: If choosing not to accept orders funded in whole or in part by the American Recovery and Reinvestment Act (ARRA), this clause will be replaced with the base clause, meaning that Alternate II is not applicable.]

Begin Regulation

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).

Begin Regulation

52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)

- (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 Contract expiration date.
- (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 ordering activity deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

Begin Regulation

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Table - HAZARDOUS MATERIAL IDENTIFICATION	
Material (If none, insert "None")	Identification No.

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a

Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

Begin Regulation

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND
MATERIAL SAFETY DATA (JAN 1997)
(ALTERNATE I—JUL 1995)**

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Table - HAZARDOUS MATERIAL IDENTIFICATION
--

Material (If none, insert "None")	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the

packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

Begin Regulation

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)

(a) Definitions. As used in this clause—

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system

to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Contracting Officer [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.*

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as

applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

Begin Regulation

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

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

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

Begin Regulation

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far/>.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (NOV 2013)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.212-4	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2018) (ALTERNATE I - JAN 2017) (DEVIATION I - FEB 2007)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995) (DEVIATED II - FEB 2007)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (APR	Clause

	2015)	
52.222-49	SERVICE CONTRACT LABOR STANDARDS ### PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	Clause
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (DEVIATION I - FEB 2007)	Clause
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (DEVIATION I - FEB 2007)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	Clause
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause

552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause
552.229-71	FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)	Clause
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)	Clause
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)	Clause
552.238-73	CANCELLATION (SEP 1999)	Clause
552.238-77	DEFINITION (FEDERAL SUPPLY SCHEDULES) - NON-FEDERAL ENTITY (JUL 2016)	Clause
552.238-79	USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (JUL 2016)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)	Clause
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)	Clause
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)	Clause
D-FSS-477	TRANSSHIPMENTS (APR 1984)	Clause
I-FSS-314	FOREIGN TAXES AND DUTIES (DEC 1990)	Clause
I-FSS-594	PARTS AND SERVICE (OCT 1988)	Clause

Begin Regulation

**552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE
AWARD SCHEDULE) (FEB 1996)**

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY
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		TIME
See Schedule of Items	30 Days After Receipt of Offer	_____
See Schedule of Items	30 Days After Receipt of Offer	_____
See Schedule of Items	30 Days After Receipt of Offer	_____

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS (Special Item No. of nomenclature)	Expedited Delivery Time (Hours/Days ARO)
_____	_____
_____	_____
_____	_____

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

_____ **Begin Regulation** _____

552.211-8 TIME OF DELIVERY (SEP 1999)

(a) The time of delivery for each item means the time required after receipt of an order (1) to make delivery to a destination in the case of delivered prices, or (2) to place shipment in transit in the case of f.o.b. origin prices.

(b) Delivery is required to be made at the point(s) specified within To be determined at the task order level. days after receipt of order.

_____ **Begin Regulation** _____

**552.212-4 CONTRACT TERMS AND CONDITIONS –
COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007)
(DEVIATION - FEB 2018)**

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

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

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

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items

delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on an ordering activity bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

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

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

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

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

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

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

(i) *Payment.*

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

(i) All amounts that become payable by the Contractor to the ordering activity under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) *Termination for the ordering activity's convenience.* The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

physical possession.

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

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

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

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

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements – Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements – Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

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

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding

novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the ordering activity to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

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

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

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

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

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

agreement” means the commercial supplier agreement:

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

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

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

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

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

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

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

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

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

(vi) *Updating terms.*

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

- (1) Terms that change the ordering activity’s rights or obligations;
- (2) Terms that increase ordering activity prices;
- (3) Terms that decrease overall level of service; or
- (4) Terms that limit any other ordering activity right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the ordering activity, and the ordering activity shall not be deemed to have consented to them.

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

(viii) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying ordering activity contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the ordering activity.

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

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

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

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

Begin Regulation

552.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007)

(a) *Inspection/Acceptance.*

(1) The ordering activity has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The ordering activity may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The ordering activity will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the ordering activity performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the ordering activity will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the ordering activity may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the ordering activity), the ordering activity may —

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the ordering activity may at any time require the Contractor to remedy by correction or replacement, without cost to the ordering activity, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to —

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials

and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace ordering activity-furnished property shall be governed by the clause pertaining to ordering activity property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

(e) *Definitions.*

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause —

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are —

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means —

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: Each order must list separately subcontracts for services excluded from the FSS Hourly Rates; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on ordering activity bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

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

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

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

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

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

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

(i) *Payments.*

(1) Work performed. The ordering activity will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the —

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the ordering activity will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor —

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the ordering activity and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall —

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the ordering activity for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The ordering activity will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: **Each order must list separately the elements of other direct costs for that order.**

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The ordering activity will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: **Each order must list separately the fixed amount for the indirect costs and payment schedule; if no indirect costs are approved, insert "None."**

(2) *Total cost.* It is estimated that the total cost to the ordering activity for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the ordering activity for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the ordering activity for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for

performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the ordering activity has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The ordering activity will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment —

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost —

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The ordering activity within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the ordering activity has otherwise overpaid on an invoice payment, the Contractor shall —

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

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

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

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

(D) Contractor point of contact.

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

(6) (i) All amounts that become payable by the Contractor to the ordering activity under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the ordering activity, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the ordering activity is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the ordering activity against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The ordering activity will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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

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

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

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

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

(l) *Termination for the ordering activity's convenience.* The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its

suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

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

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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements - Unenforceable Clauses provision.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.

- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *System for Award Management (SAM).*

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

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the ordering activity to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such language, provision, or clause is unenforceable against the ordering activity.
- (ii) Neither the ordering activity nor any ordering activity authorized end user shall be

deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the ordering activity or any ordering activity authorized end user to such clause.

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

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

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

(w) *Commercial supplier agreements–unenforceable clauses.* When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

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

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

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

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

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

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

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

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

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

(vi) Updating terms.

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

- (1) Terms that change ordering activity rights or obligations;
- (2) Terms that increase ordering activity prices;
- (3) Terms that decrease overall level of service; or
- (4) Terms that limit any other ordering activity right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the ordering activity, and the ordering activity shall not be deemed to have consented to them.

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

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying ordering activity contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the ordering activity.

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

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

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as

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

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

Begin Regulation

**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE
TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUN 2016)**

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

[The Contracting Officer should check the clauses that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity.]

(b) Clauses.

Yes 552.203-71 Restriction on Advertising

Yes 552.211-73 Marking

No 552.215-70 Examination of Records by GSA

Yes 552.215-71 Examination of Records by GSA (Multiple Award Schedule)

Yes 552.215-72 Price Adjustment —Failure to Provide Accurate Information

No 552.219-70 Allocation of Orders—Partially Set-Aside Items

No 552.228-70 Workers’ Compensation Laws

Yes 552.229-70 Federal, State, and Local Taxes

Yes 552.232-8 Discounts for Prompt Payment

Yes 552.232-23 Assignment of Claims

No 552.232-71 Adjusting Payments

Yes 552.232-72 Final Payment

No 552.232-73 Availability of Funds

No 552.232-78 Payment Information

No 552.237-71 Qualifications of Employees

Yes 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List

Yes 552.238-74 Industrial Funding Fee and Sales Reporting

Yes 552.238-75 Price Reductions

No 552.238-81 Modifications (Multiple Award Schedule)

No 552.242-70 Status Report of Orders and Shipments

Yes 552.246-73 Warranty—Multiple Award Schedule

No 552.246-76 Warranty of Pesticides

Begin Regulation

**552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS
APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS
(JUN 2015)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

* _____ * 552.223-72 Hazardous Material Information

(b) Clauses.

* _____ * 552.223-70 Hazardous Substances.

* _____ * 552.223-71 Nonconforming Hazardous Material.

* _____ * 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

* _____ * 552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.

* _____ * 552.238-72 Identification of Products That Have Environmental Attributes.

Begin Regulation

552.215-73 NOTICE (JUL 2016)

(a) The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

(b) GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for pre-award debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for post-award debriefings delivered after 4:30 p.m. will be considered received and filed the following business day.

Begin Regulation

**552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE
AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I –
SEP 1999)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/price list that was used as the basis for the contract award.
 - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
 - (3) Increases are requested before the last 60 days of the contract period.
 - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 4 percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change. *[Insert the percentage appropriate at the time the solicitation is issued. This percentage should be determined based on the trend established by an appropriate index such as the Producer Prices and Price Index. A ceiling of more than 10 percent must be approved by the Contracting Director.]*
- (d) The following material shall be submitted with the request for a price increase:
 - (1) A copy of the commercial catalog/price list showing the price increase and the effective date for commercial customers.
 - (2) Commercial Sales Practices Format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate more favorable discounts from the new commercial prices when the total increase

requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation clause of this contract, when the increase requested is not supported.

(f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Begin Regulation

**552.216-74 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN
(JAN 2017)**

(a) GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.

(b) In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.

(c) The GSA Task-Order and Delivery Order Ombudsman is located at the General Services Administration (GSA), Office of Government-wide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Task-Order and Delivery-Order Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449 (10-95) (BACK)**

**552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED
FSS SCHEDULE PRICE LISTS (SEP 1999) (DEVIATION - JUN 2016)**

(a) At the time of offer submission, an electronic version of proposed prices, including terms and conditions, will be submitted utilizing the templates in eOffer. If necessary, eOffer will facilitate the revision of proposed pricing or price-related terms and conditions during the evaluation process. Upon award of a contract, eOffer will use the submitted pricing information to create the Contractor's Authorized Federal Supply Schedule Price List and post it to GSA Advantage!.

(b) During the period of the contract, the Contractor shall provide its Authorized Federal Supply Schedule Price List to eligible ordering activities upon request.

Note: Regulation 552.238-71

The requirements regarding FSS Schedule price lists provided in Clause 552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICE LISTS (SEP 1999) (DEVIATION - JUN 2016) are applicable to contracts under Formatted Product Tool (FPT) Schedules/SINs only. The following requirements are applicable to contracts under non-FPT Schedules/SINs:

(a) The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist

to the Contractor with the notification of contract award.

(b) The Contractor shall provide to the GSA Contracting Officer:

(1) The Authorized FSS Schedule Pricelist on a common-use electronic medium.

(c) The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.

(d) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized Schedule user, upon request.

Begin Regulation

**552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING
ACTIVITIES) (JUL 2016)**

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. For Special Item Number 132-53, Wireless Services ONLY, limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed.

(1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000);

(2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);

(5) The Government of the District of Columbia;

(6) Tribal governments when authorized under 25 U.S.C. 450j(k);

(7) Tribes or tribally designated housing entities pursuant to 25 U.S.C. 4111(j);

(8) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and

(9) Organizations, other than those identified in paragraph (d) below, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions —

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska,

Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

_____ Contractor will provide domestic and overseas delivery.

_____ Contractor will provide overseas delivery only.

_____ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule contracts:

(1) State and local government may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities;

(2) The American National Red Cross may place orders against Federal Supply Schedules for products and services in furtherance of the purposes set forth in its Federal charter (36 U.S.C. § 300102); PROVIDED, the Contractor accepts order(s) from the American National Red Cross; and

(3) Other qualified organizations, as defined in section 309 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5152), may place orders against Federal Supply Schedules for products and services determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency; PROVIDED, the Contractor accepts order(s) from such activities.

(4) State and local governments may place orders against Federal Supply Schedules for good or services determined by the Secretary of Homeland Security to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121, et seq.) to facilitate disaster preparedness or response, or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack; PROVIDED, the Contractor accepts order(s) from such activities.

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch

of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payments by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of

\$2,500 (two thousand, five hundred dollars) during the contract term.

(h) All users of GSA's Federal Supply Schedules, including non-Federal users, shall use the schedules in accordance with the ordering guidance provided by the Administrator of General Services. GSA encourages non-Federal users to follow the Schedule Ordering Procedures set forth in the Federal Acquisition Regulation (FAR) 8.4, but they may use different established competitive ordering procedures if such procedures are needed to satisfy their state and local acquisition regulations and/or organizational policies.

Begin Regulation

**552.238-81 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE)
(APR 2014) (ALTERNATE I – JUN 2016)**

(a) *General.* The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the following information must be submitted:

(i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SINs.

(ii) Discount information for the new item(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), *Hazardous Material Identification and Material Safety Data*.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Items*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act—Balance of Payments Programs—Supplies*.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the

applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75.

(d) *Electronic File Updates.* The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-75.

(e) *Amendments to Paper Federal Supply Schedule Price Lists.*

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every three month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

(f) Electronic submission of modification requests is mandatory via eMod (<http://eOffer.gsa.gov>), unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>). If the electronic submissions standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

Note: Regulation 552.238-81

For all modification requests, a conformed price list is required to be submitted along with all other pertinent documents. For example, if a vendor currently has a catalog count of 2,000 items and they are in the process of submitting a modification to add an additional 3000 items then two separate spreadsheets are required to be submitted to the respective Contracting Officer. One spreadsheet should list the additional 3,000 items that are in the process of being added while the second spreadsheet should be the conformed price list that includes all 5,000 items. Customer Agencies request conformed price lists from time to time and this will enable GSA to meet those requests in a timely manner.

Begin Regulation

552.238-82 SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (JAN 2018)

(a) *Definitions.*

Order-level materials means supplies and/ or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA), when the supplies and/or services are not known at the time of Schedule contract or FSS BPA award. The prices of order-level materials are not established in the FSS contract or FSS BPA. Order-level materials acquired following the procedures in paragraph (d) are done so under the authority of the FSS program, pursuant to 41 U.S.C. 152(3), and are not open market items, which are discussed in FAR 8.402(f).

(b) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS.

(c) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b).

(d) Procedures for including order-level materials when placing an individual task or delivery order against an FSS contract or FSS BPA.

(1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials.

(2) Order-level materials are included in the definition of the term “materials” in [FAR] clause 52.212-4 Alternate I, and therefore all provisions of FAR clause 52.212-4 Alternate I that apply to “materials” also apply to order-level materials.

(3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.

(4) The value of order-level materials in a task or delivery order, or the cumulative value of order-level materials in orders against an FSS BPA awarded under a FSS contract shall not exceed 33.33 percent.

(5) All order-level materials shall be placed under the Order-Level Materials SIN.

(6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow procedures in FAR 8.404(h).

(7) To support the price reasonableness of order-level materials,

(i) The contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.

(A) One of these three quotes may include materials furnished by the contractor under FAR 52.212-4 Alt I (i)(1)(ii)(A).

(B) If the contractor cannot obtain three quotes, the contractor shall maintain its documentation of why three quotes could not be obtained to support their determination.

(C) A contractor with an approved purchasing system per FAR 44.3 shall instead follow its purchasing system requirement and is exempt from the requirements in 552.238-82(d)(7)(i)(A)-(B).

(ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting

Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.

(iii) If indirect costs are approved per [FAR 52.212-4(i)(1)(ii)(D)(2) Alternate I], the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.

(8) Prior to an increase in the ceiling price of order-level materials, the Ordering Activity Contracting Officer shall follow the procedures at FAR 8.404(h)(3)(iv).

(9) In accordance with GSAR clause 552.215-71 Examination of Records by GSA, GSA has the authority to examine the Contractor's records for compliance with the pricing provisions in FAR clause 52.212-4 Alternate I, to include examination of any books, documents, papers, and records involving transactions related to the contract for overbillings, billing errors, and compliance with the IFF and the Sales Reporting clauses of the contract.

(10) OLMs are exempt from the following clauses:

(i) 552.216-70 *Economic Price Adjustment-FSS Multiple Award Schedule Contracts*.

(ii) 552.238-71 *Submission and Distribution of Authorized FSS Schedule Pricelists*.

(iii) 552.238-75 *Price Reductions*.

(11) Exceptions for travel.

(i) Travel costs are governed by FAR 31.205-46 and therefore the requirements in paragraph (d)(7) do not apply to travel costs.

(ii) Travel costs do not count towards the 33.33% limitation described in paragraph (d)(4).

(iii) Travel costs are exempt from clause 552.238-74 *Industrial Funding Fee and Sales Reporting*.

Begin Regulation

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such

certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

Begin Regulation

CI-FSS-056 FEDERAL ACQUISITION REGULATION (FAR) PART 51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES) (JAN 2010)

(a) General Background.

On October 8, 2009, a class deviation to FAR Part 51 was granted by GSA's Senior Procurement Executive in accordance with FAR Subpart 1.404, Class deviations. The deviation permits federal contracting officers to authorize GSA contractors, who are performing an order on a time-and-material or labor-hour basis, to purchase supplies and services from schedule contractors or to process requisitions through the Global Supply Program.

(b) Orders.

Orders placed using the FAR Part 51 deviation shall be:

- (1) Placed on a time-and-materials (T&M)/labor-hour (LH) basis—an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR Part 51 deviation shall be T&M/LH;
 - (2) For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;
 - (3) Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;
 - (4) Placed by the Federal Government. The authorization is **NOT** available to state and local governments.
- (c) For comprehensive guidance on the proper use the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at www.gsa.gov/far51deviation.

Begin Regulation

1

**CI-FSS-151-N ADDITIONAL EVALUATION FACTORS FOR
AWARD TO NEW OFFERORS (OCT 2015)**

- (a) The Government will consider award to a responsible offeror, whose offer conforms to all solicitation requirements, is determined technically acceptable, has acceptable past performance, and whose prices are determined fair and reasonable.

(1) Section I - Administrative/Contract Data:

Section I - Administrative/Contract Data will be evaluated for successful completion of all requirements outlined in provision SCP-FSS-001-N *Instructions Applicable to New Offerors* and, as applicable, provisions SCP-FSS-002 *Specific Proposal Instructions for Services*, SCP-FSS-003 *Specific Proposal Instructions for Products*, SCP-FSS-004 *Specific Proposal Instructions for Schedule 70*, SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751*, SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V*, and SCP-FSS-008 *Specific Proposal Instructions for Schedule 00CORP..*

(2) Section II - Technical Proposal:

(i.) Section II - Technical Proposal will be reviewed, evaluated and rated acceptable or unacceptable based on the technical evaluation factors described in provision SCP-FSS-001-N and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, and 008 of the solicitation document. Award will be made on a SIN-by-SIN basis. A rating of “unacceptable” under any evaluation factor will result in an “unacceptable” rating overall for that SIN. Offers determined technically unacceptable for all proposed SINs will be rejected.

(ii.) Factor One - Corporate Experience: Failure to provide the information as described in provision SCP-FSS-001-N for Factor One will result in an “unacceptable” rating for that SIN. The offeror shall have demonstrated that the firm can successfully perform,

administer, and complete ordering activity tasks that may be awarded against a contract awarded under this solicitation. It must also demonstrate that the services proposed for each SIN are within the Scope of Work in Part I of this solicitation.

(iii.) Factor Two - Past Performance: Failure to provide information as described in Factor Two of provision SCP-FSS-001-N may result in an “unacceptable” rating for the Technical Proposal. The results of the Open Ratings Past Performance Evaluation will be considered, along with other information available to the contracting officer in determining the past performance rating of the offeror. The Government reserves the right to consider any other pertinent information that comes to the attention of the Government regarding the offeror’s past performance. The Government will consider the offeror’s performance in the following key areas: Overall Performance, Reliability, Cost, Order Accuracy, Delivery/Timeliness, Quality, Business Relations, Personnel, Customer Support, and Responsiveness. Those offerors demonstrating a pattern of consistent acceptable performance will receive an acceptable rating.

(iv.) Factor Three - Quality Control: Failure to provide the required information as described in Factor Three of provision SCP-FSS-001-N may result in an “unacceptable” rating for the Technical Proposal.

(v.) Factor Four - Relevant Project Experience: The offeror must submit the information described in Factor Four of provision SCP-FSS-002, SCP-FSS-008, and/or SCP-FSS-003 of the solicitation, as applicable. For SCP-FSS-002 or SCP-FSS-008, the offeror must also demonstrate the successful completion of orders that are of a similar or greater complexity to the orders described in the statement of work in Part I of the solicitation.

(vi.) Technical proposals that are unrealistic in terms of technical commitment, lack technical competence, or are indicative of failure to comprehend the complexities and risks of solicitation requirements will be rejected.

(3) Section III - Price Proposal:

(i.) Section III - Price Proposal will be evaluated for successful completion of all requirements outlined in provision SCP-FSS-001-N and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, 008 of the Solicitation document. In order for the Section III - Pricing Proposal to be rated acceptable, the contracting officer must determine that the proposed pricing is fair, reasonable, and supportable, based on the submission of sufficient pricing information as outlined in provision SCP-FSS-001-N and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, and 008.

(ii.) The proposed pricing must be advantageous to the Government. If a price offered to GSA is not equal to or better than the price offered to the offeror’s designated Most Favored Customer, the offeror must explain the rationale for proposing such a price in a manner sufficient to enable the contracting officer to determine that the rate is fair and reasonable. If the rates offered are not “equal to or lower than” the MFC, an acceptable justification must be provided.

(b) The Government reserves the right to award or reject without discussions. Therefore, the offeror’s initial proposal should contain the best terms from a price and technical standpoint.

Begin Regulation

**CI-FSS-151-S ADDITIONAL EVALUATION FACTORS FOR
AWARD TO SUCCESSFUL FSS PROGRAM CONTRACTORS
(OCT 2015)**

(a) The Government will consider award to a responsible offeror, whose offer conforms to all solicitation requirements, is determined technically acceptable, has acceptable past performance, and whose prices are determined fair and reasonable.

(1) Section I - Administrative/Contract Data:

Section I - Administrative/Contract Data will be evaluated for successful completion of all requirements outlined in provision SCP-FSS-001-S *Instructions Applicable to Successful FSS Program Contractors* and, as applicable, provisions SCP-FSS-002 *Specific Proposal Instructions for Services*, SCP-FSS-003 *Specific Proposal Instructions for Products*, SCP-FSS-004 *Specific Proposal Instructions for Schedule 70*, SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751*, SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V*, and SCP-FSS-008 *Specific Proposal Instructions for Schedule 00CORP*.

(2) Section II - Technical Proposal:

(i.) Section II - Technical Proposal will be reviewed, evaluated and rated acceptable or unacceptable based on the two technical evaluation factors described in provision SCP-FSS-001-S and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, and 008 of the solicitation document. Award will be made on a SIN-by-SIN basis. A rating of “unacceptable” under any evaluation factor will result in an “unacceptable” rating overall for that SIN. Offers determined technically unacceptable for all proposed SINs will be rejected.

(ii.) Quality Control: Failure to provide the required information as described in Quality Control under provision SCP-FSS-001-S may result in an “unacceptable” rating for the Technical Proposal.

(iii.) Past Performance: The contracting officer will use the results of a search of known past performance information regarding the existing FSS contract, including but not limited to information in PPIRS along with any relevant past performance information provided by the offeror, to determine the past performance rating of the offeror. The Government reserves the right to consider any other pertinent information that comes to the attention of the Government regarding the offeror’s past performance. Those offerors demonstrating a pattern of satisfactory performance will receive an acceptable rating.

(iv.) Technical proposals that are unrealistic in terms of technical commitment, lack technical competence, or are indicative of failure to comprehend the complexities and risks of solicitation requirements will be rejected.

(3) Section III - Price Proposal:

(i.) Section III - Price Proposal will be evaluated for successful completion of all requirements outlined in provision SCP-FSS-001-S and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, and 008 of the solicitation document. In order for the Section III - Pricing Proposal to be rated acceptable, the contracting officer must determine that the proposed pricing is fair, reasonable, and supportable, based on the submission of sufficient pricing information as outlined in provision SCP-FSS-001-S and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, and 008.

(ii.) The proposed pricing must be advantageous to the Government. If a price offered to

GSA is not equal to or better than the price offered to the offeror's designated Most Favored Customer, the offeror must explain the rationale for proposing such a price in a manner sufficient to enable the contracting officer to determine that the rate is fair and reasonable. If the rates offered are not "equal to or lower than" the MFC, an acceptable justification must be provided.

(b) The Government reserves the right to award or reject without discussions. Therefore, the offeror's initial proposal should contain the best terms from a price and technical standpoint.

Begin Regulation

E-FSS-521-D INSPECTION (MAY 2000)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

Begin Regulation

**G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION
(JUL 2003)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

Begin Regulation

I-FSS-103 SCOPE OF CONTRACT—WORLDWIDE (JUL 2002)

(a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

(b) Definitions —

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

____ Contractor will provide domestic and overseas delivery.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

____ Contractor will provide overseas delivery only.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

____ Contractor will provide domestic delivery only.

(d) Resultant contracts may be used on a nonmandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

(e) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Governmentwide Commercial Purchase Card)

(Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

(f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS-106, Guaranteed Minimum, contained elsewhere in this contract.

Begin Regulation

I-FSS-106 GUARANTEED MINIMUM (NOV 2018)

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports via the FAS Sales Reporting Portal (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

Begin Regulation

I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language
52.214-35 Submission of Offers in U.S. Currency
52.247-34 FOB Destination
52.247-38 FOB Inland Carrier, Country of Exportation
52.247-39 FOB Inland Point, Country of Importation
C-FSS-412 Characteristics of Electric Current
D-FSS-471 Marking and Documentation Requirements Per Shipment
D-FSS-477 Transshipments
F-FSS-202-F Delivery Prices
I-FSS-314 Foreign Taxes and Duties
I-FSS-594 Parts and Service

Begin Regulation

I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

Begin Regulation

I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

Begin Regulation

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA *Advantage!*[®] in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

Begin Regulation

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

Begin Regulation

I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)

- (a) This clause applies to all contracts estimated to exceed \$100,000.
- (b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.
- (c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

Begin Regulation

I-FSS-597 GSA *ADVANTAGE!*[®] (OCT 2014)

- (a) The Contractor must participate in the GSA *Advantage!*[®] online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.
- (b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.238-81, Modifications (Federal Supply Schedule), (which addresses electronic file updates).

Begin Regulation

I-FSS-599 ELECTRONIC COMMERCE—FACNET (APRIL 2018)

- (a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

- (b) Trading Partners and Value-Added Networks (VAN's).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's) and there are some instances where direct connections may be offered as an alternative.

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

- (c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at http://www.defenselink.mil/releases/1999/b03011999_bt079-99.html.

A central repository of all trading partners, called the System of Award Management (SAM), has been developed and is available at SAM.gov. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://www.nist.gov>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

Several resources are available to vendors to assist in implementing EC/EDI:

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA Advantage!®

(1) GSA Advantage!® will use EC/ECI to receive catalogs, and text messages; and to send purchase orders, application advice, and functional acknowledgments and other transactions as needed. GSA Advantage!® enables customers to:

- (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
- (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Acquisition Services (FAS) to contractors, or download files to create their own delivery orders.
- (iii) Use the Federal IMPAC VISA.

(2) GSA Advantage!® may be accessed via the GSA Home Page. The INTERNET address is: <https://gsaadvantage.gsa.gov>.

Begin Regulation

I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)

- (a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- (b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.
- (c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449 (10-95) (BACK)**

I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)

(a) Electronic Contract Data.

- (1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, *Submission and Distribution of Authorized FSS Schedule Price Lists*.
- (2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as *GSA Advantage!*[®], a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to clause I-FSS-597, *GSA Advantage!*[®] for further information.
- (3) Further details on EDI, ICs, and *GSA Advantage!*[®] can be found in clause I-FSS-599, *Electronic Commerce*.
- (4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at <http://www.gsa.gov/logos>. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government) may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.
- (5) The contractor is responsible for keeping all electronic catalogs data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

- (1) The Contractor must also prepare and distribute a Federal Supply Schedule Price List as required by clause 552.238-71, *Submission and Distribution of Authorized FSS Schedule Price Lists*. This must be done as set forth in this paragraph (b).
- (2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period.

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)

Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).

Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order.

3. Minimum order.
4. Geographic coverage (delivery area).
5. Point(s) of production (city, county, and State or foreign country).
6. Discount from list prices or statement of net price.
7. Quantity discounts.
8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."
- 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.
10. Foreign items (list items by country of origin).
- 11a. Time of delivery. (Contractor insert number of days.)
- 11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
- 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.
- 11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.
12. F.O.B. point(s).
- 13a. Ordering address(es).
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment address(es).
15. Warranty provision.
16. Export packing charges, if applicable.
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
18. Terms and conditions of rental, maintenance, and repair (if applicable).
19. Terms and conditions of installation (if applicable).

- 20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
- 20a. Terms and conditions for any other services (if applicable).
- 21. List of service and distribution points (if applicable).
- 22. List of participating dealers (if applicable).
- 23. Preventive maintenance (if applicable).
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.
- 25. Data Universal Number System (DUNS) number.
- 26. Notification regarding registration in System for Award Management (SAM) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information will cause the Contractor to resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 552.212-4 , *Contract Terms and Conditions* (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the National Customer Service Center at:
Email: NCSCCustomer.Service@gsa.gov
U.S. General Services Administration
The Heartland Region, Region 6
2300 Main St., Kansas City, MO 64108

Begin Regulation

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

Begin Regulation

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

Begin Regulation

I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

- (a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);
- (b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
- (c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

Begin Regulation

I-FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

Begin Regulation

I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

Begin Regulation

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (OCT 2014)

Price adjustments include price increases and price decreases. Adjustments will be considered as

follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed four percent (4%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Part III - VENDOR INSTRUCTIONS

NOTICE CONCERNING RESPONSES TO THIS SOLICITATION:

NO HARD COPY RESPONSES WILL BE ACCEPTED UNDER THIS REFRESH.

The following link provides guidance on utilizing the eOffer and eMod systems, obtaining digital certificates, and using the eOffer and eMod Training Guides: <http://eoffer.gsa.gov>

GSA has developed eOffer, a web Based application that allows an Offeror to prepare and submit an MAS offer electronically. eOffer is designed to create an interactive, secure environment that simplifies the contracting process from submission of offers to contract awards. eOffer uses the latest digital authentication technology to ensure the integrity of data and to electronically sign the offer. Digital certificates are required in order to use eOffer. The eOffer website at www.gsa.gov/eoffer contains a variety of information regarding the eOffer application, including available training, information regarding digital certificates.

PLEASE NOTE: ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS eOffer (<http://eoffer.gsa.gov>). No hard copy responses will be accepted after this date.

NOTICE CONCERNING MODIFICATIONS TO ALL CONTRACTS AWARDED UNDER THIS SOLICITATION.

GSA WILL ONLY ACCEPT MODIFICATION REQUESTS SUBMITTED ELECTRONICALLY AS eMods(<http://eoffer.gsa.gov>).

GSA's National Administrative Services and Office Supplies Acquisition Center will only accept contractor-initiated modification requests through the GSA eMod System.

The following link provides guidance on utilizing the eMod system, obtaining digital certificates, and using the eMod Training Guide: <http://eoffer.gsa.gov>.

Offerors are responsible for payment to Open Ratings, Inc. for past performance evaluation prior to submission of an offer.

The solicitation is open continuously with no closing date. The resultant contracts are awarded as Indefinite Delivery, Indefinite Quality; Fixed Price Adjustment. Contract periods commence on the Date of Award through a 5-year base period with three 5-year option periods. The resultant contracts provide a streamlined acquisition approach for federal agencies to obtain Human Capital Management & Administrative Support Services.

Agency ordering procedures for services and further information on GSA Multiple Award Schedules programs may be found at www.gsa.gov/schedules.

GSA is only issuing this solicitation/request for proposal through the FedBizOpps internet site, GSA will not provide paper copies of this solicitation. Interested parties may access the solicitation at Internet address <http://www.FedBizOpps.gov>. This site contains information describing the Federal Business Opportunities and how to register to receive automatic notices of acquisitions. All responsible sources may submit an offer which shall be considered by this agency.

Begin Regulation

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

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

Commercial and Government Entity (CAGE) code means —

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE)

code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via —

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch*. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) *The appropriate country codification bureau*. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government..

(f) Do not delay submission of the offer pending receipt of a CAGE code.

Begin Regulation

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016) 4.1804(a)

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

Commercial and Government Entity (CAGE) code means —

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it _____ has or _____ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____ (Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity?: _____ Yes or _____ No.

(d) If the Offeror indicates “yes” in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

_____ (Do not use a “doing business as” name)

Begin Regulation

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are _____ are not _____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have _____ have not _____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are _____ are not _____ presently indicted for, or otherwise

criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have ____ have not ____, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ____ has not ____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity

(e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Begin Regulation

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in —

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in System for Award Management, which can be accessed via <https://www.sam.gov>

Begin Regulation

**52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING
DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING
DATA (OCT 2010) (ALTERNATE IV — OCT 2010)**

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403–3.]*

Pricing information as described in 552.212-70 and SCP-FSS-0002.

Begin Regulation

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price with Economic Price Adjustment, Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

Begin Regulation

52.225-6 TRADE AGREEMENTS CERTIFICATE (MAY 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products:

	Line Item No.	Country of Origin
	(List as Necessary)	

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

Begin Regulation

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

General Services Administration
US General Services Administration Federal Acquisition Service One World Trade Center 55th
floor; Room 55W09 New York, NY 10007-0089

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

Begin Regulation

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The

offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For contract provisions which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far>.

Number	Title	Clause/Provision
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)	Provision
52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2018)	Provision
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	Provision
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	Provision
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)	Provision
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)	Provision
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (MAY 2014)	Provision
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN â## REPRESENTATION AND CERTIFICATIONS (AUG 2018)	Provision
52.237-1	SITE VISIT (APR 1984)	Provision
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)	Provision
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JAN 2016)	Provision
552.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (SEP 1999) (DEVIATION FAR 52.252-5)	Provision

Begin Regulation

552.216-73 ORDERING INFORMATION (AUG 2010)

(a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Acquisition Service (FAS) by either facsimile transmission or computer-to-computer Electronic Data Interchange (EDI).

(b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

(c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

(d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

(e) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES NO

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

Begin Regulation

552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

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

Begin Regulation

**552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT)
ADDRESS (MAY 2003)**

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

Begin Regulation

1

**A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING
SOLICITATION (JAN 2016)**

(a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.

(b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.

(c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.

(d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-163, *Option to Extend the Term of the Contract (Evergreen)*, canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.

Begin Regulation

A-FSS-12-C PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date of the offer, within which offer may be accepted.

Begin Regulation

A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND HOURS OF OPERATION (NOV 1999)

(a) "The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163."

(b) "GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day."

Begin Regulation

B-FSS-96 ESTIMATED SALES (NOV 1997)

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

The SINS for schedule number 73810 are listed below

SIN #	SIN Title	Total Sales in \$
595 2	TALENT ACQUISITION:	\$1,409,681
595 3	TALENT DEVELOPMENT -	\$345,063
595 4	EMPLOYEE PERFORMANCE MANAGEMENT -	\$196,889
595 5	COMPENSATION & BENEFITS -	\$1,394,166
595 6	SEPARATION & RETIREMENT -	\$211,498
595 7	EMPLOYEE RELATIONS -	\$182,035
595 8	LABOR RELATIONS -	\$50,000
595 9	WORKFORCE ANALYTICS AND EMPLOYEE RECORDS -	\$153,836

595 10	AGENCY HUMAN CAPITAL EVALUATION -	\$6,109,271
595 11	ANCILLARY SERVICES: ADMINISTRATIVE SUPPORT SERVICES -	\$510,027
595 21	AGENCY HUMAN CAPITAL STRATEGY, POLICY, and OPERATIONAL PLANNING -	\$101,575,806
595 22	Private Shared Service Center for Core HR Services:	\$24,589,278
595 25	EEO Services	\$20,150,746
595 26	Private Shared Service Center for non-Core HR Services (offered by contractors awarded 595-22):	\$19,537,163
595 27	Pre-Employment Background Investigations	\$113,232,369
595 28	Social Services, Professional Counseling and Veterans Readjustment & Behavioral Health Services	\$50,865,362
738X 500	Order-Level Materials (OLMs)	\$1,243,925

Begin Regulation

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

NAMES & TITLES	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES

Note: Regulation K-FSS-1

Note: Regulation K-FSS-1 Offerors must obtain a Level 3 Digital Authentication Certificate in order to access the eOffer system. Currently the only acceptable digital certs are: IdenTrust and Operational Research Consultants (ORC). In order to facilitate the timely processing of your offer and administration of the resultant contract, it is highly recommended that you have at least two (2) persons with digital certificates listed as Authorized Negotiators in your offer and authorized to sign, at least one of which is an employee of the offering company. All authorized negotiators must be identified in K-FSS-1 "Authorized Negotiators (March 1998). For information and instructions on obtaining digital certificates, visit the eOffer website (<http://eoffer.gsa.gov>). Your company's authorized negotiators' names and email addresses must be entered exactly as they appear on the negotiators' digital certificates (e.g., no periods after middle initials).

Begin Regulation

L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)

- (a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.
- (b) The request will include—
- (1) Notice that discussions are concluded;
 - (2) Notice that this is the opportunity to submit a final proposal revision;
 - (3) The specified cutoff date and time;
 - (4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.
- (c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.
- (d) It is the Contracting Officer's desire to conclude negotiations by The specified cut-off date and time established in the request for final proposal revision..

Begin Regulation

**L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS
(INSP) (OCT 2014) FSS A/L FC-98-4**

(a) *Definition.*

Introduction of New Services/Products Special Item Number (INSP/SIN) means a new or improved service or product— within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract— that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.238-81, Modifications (Federal Supply Schedule).

Begin Regulation

L-FSS-59 AWARD (APR 1984)

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

Part IV - EVALUATION FACTORS FOR CONTRACT AWARD

Begin Regulation

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111–212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS 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 FAPIS 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 nonpublic segment of FAPIS 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 FAPIS 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 FAPIS.

(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 FAPIS 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.

Begin Regulation

552.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)

(a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Part V - OFFEROR REPRESENTATIONS & CERTIFICATION

Begin Regulation

52.204-20 PREDECESSOR OF OFFEROR (JUL 2016) 4.1804(d)

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

“*Commercial and Government Entity (CAGE) code*” means —

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“*Predecessor*” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“*Successor*” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it _____ is or _____ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____
(Do not use a “doing business as” name)

Begin Regulation

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113–235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that —

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered

suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that —

(1) It is _____ is not _____ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is _____ is not _____ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

Begin Regulation

52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it —

(1) Has _____ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not _____ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not _____, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Begin Regulation

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service —

- (6) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000–9999, except —

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate —

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology” —

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically —
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern” —

- (1) Means a small business concern —
 - (i) Not less than 51 percent of which is owned by one or more service— disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that —

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by —

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“*Subsidiary*” means an entity in which more than 50 percent of the entity is owned —

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“*Successor*” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“*Veteran-owned small business concern*” means a small business concern —

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“*Women-owned business concern*” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“*Women-owned small business concern*” means a small business concern —

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“*Women-owned small business (WOSB) concern eligible under the WOSB Program*” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM

accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications— Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it _____ is, _____ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it _____ is, _____ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it _____ is, _____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it _____ is, _____ is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It _____ is, _____ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* *[Complete*

only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It _____ is, _____ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:_____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it _____ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that —

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 —

(1) Previous contracts and compliance. The offeror represents that —

(i) It _____ has, _____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It _____ has, _____ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that —

(i) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American — Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American — Free Trade Agreements — Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225–3, Buy American — Free Trade Agreements — Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end

product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American — Free Trade Agreements — Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Canadian End Products:

Line Item No.

(List as Necessary)

(3) *Buy American — Free Trade Agreements — Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(4) *Buy American — Free Trade Agreements — Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.- made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals —

- (1) _____ Are, _____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) _____ Have, _____ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) _____ Are, _____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) _____ Have, _____ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek

Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

End Product	Country of Origin
(List as Necessary)	

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

_____ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

_____ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly —

(1) _____ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) _____ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.*
(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

X (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror _____ does _____ does not certify that —

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

X (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror _____ does _____ does not certify that —

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies —

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the

Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____.

(5) Common parent.

_____ Offeror is not owned or controlled by a common parent;

_____ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that —

(i) It _____ is, _____ is not an inverted domestic corporation; and

(ii) It _____ is, _____ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror —

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if —

(i) This solicitation includes a trade agreements certification (e.g., 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)

(1) The Offeror represents that it _____ has or _____ does not have an immediate owner. If the

Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

_____ (Do not use a “*doing business as*” name)

Is the immediate owner owned or controlled by another entity:

_____ Yes or _____ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

_____ (Do not use a “*doing business as*” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113–235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that —

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that —

(i) It is _____ is not _____ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is _____ is not _____ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it _____ is or _____ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____
(Do not use a "doing business as" name)

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) _____ does, _____ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) _____ does, _____ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its

employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).