



U.S. General Services
Administration

**GENERAL SERVICES ADMINISTRATION (GSA)
OFFICE OF ADMINISTRATIVE SERVICES (OAS)
OFFICE OF INTERNAL ACQUISITION (OIA)**

REQUEST FOR QUOTATION (RFQ) No: 47HAA023Q0118

Digital Management Support Services

Office of the Chief Information Officer (OCIO)

This Solicitation is issued to all active 8(a) small businesses
GSA MAS, 54151S

SIN 54151S

This solicitation is an 8(a) small business set-aside

NAICS Code: 541519

15 Aug 2023

Questions Due By NLT 10:00 AM ET, 24 Aug 2023
Quotations Due By NLT 10:00 AM ET, 04 Sep 2023



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SECTION I Letter to Interested GSA MAS 8(a) Small Business Contract Holders

To Whom It May Concern:

The General Services Administration (GSA), Office of the Chief Information Officer (OCIO), has identified a need for Digital Management Services.

As such, this Request for Quotation (RFQ) is being issued to GSA MAS 8(a) small business holders. The RFQ summary is as follows:

- (1) Statement of Work for Digital Management Services.
- (2) Task Order Type: Labor Hour
- (3) Performance Period: 12-month base period and two (2) 12-month option periods.
- (4) Questions Due by NLT 10:00 AM ET, 24 Aug 2023
- (5) Quotations Due By NLT 10:00 AM ET, 04 Sep 2023

All electronic quotation submissions shall only be made via GSA eBuy. Any corrupt or unreadable documents shall not be considered for evaluation purposes. Any files not received by the cut-off date and time specified herein shall be deemed late and shall not be considered for evaluation.

If you have any questions regarding this RFQ, please contact GSA points of contact listed below.

GSA Contract Specialist (Primary POC):

Mike Scott, E-mail: micheal.scott@gsa.gov, Tel.: 325-450-1134

GSA Contracting Officer (Alternate POC):

Roger McKinnis E-mail: roger.mckinnis@gsa.gov, Tel.: (202) 969-7565



SECTION II Solicitation Information

2.1 GENERAL

The Government contemplates awarding one (1) single-award, Labor Hour Task Order against an eligible GSA MAS contract in accordance with FAR Subsection 8.4 assuming the quotation has met, or exceeded, the Government's requirements in the evaluation process for best value. It is expected that Vendors will submit Quotations in accordance with the procedures and requisite requirements identified in this Solicitation in accordance with their GSA MAS contract.

This RFQ will be competed among 8(a) small business GSA MAS holders on the 54151S listed on the cover page of this RFQ on an unrestricted basis.

2.1.1 TYPE OF AWARD

This procurement is a 8(a) small business set-aside under GSA MAS contract, SIN 54151S. This procurement shall be conducted in accordance with procedures in FAR 8.4.

2.1.2 SUBMISSION INFORMATION

Responses to this RFQ shall be submitted in electronic format via GSA eBuy. Quotations shall not be submitted to any other parties. Vendors are hereby notified that any corrupt or unreadable documents shall not be considered for evaluation purposes. Any files not received by the cut-off date and time specified herein shall be deemed late and not considered for evaluation.

Questions pertaining to this RFQ shall be submitted by NLT 10:00 AM ET, 24 Aug 2023, to the attention of GSA POCs identified in Section I above. Questions received after this cut-off date shall be addressed only at the discretion of the Contracting Officer. The Government intends to provide responses to questions no later than 5 days prior to the RFQ due date.

2.1.3 FORMAT

No paper (hard copy) quotations shall be accepted. All submitted electronic documents shall be in PDF and MS Excel format. Each page in the submitted documents shall fit on 8 ½" X 11" paper size, with all text single-spaced, using font size no less than 11 points. All text and graphics shall be legible. The Technical Quotation and Price Quotation for the task/delivery order shall be separate files. No pricing information shall be included in the Technical Quotation. Page limits are not inclusive of cover page and table of contents.

The following naming conventions for the quotation documents should be utilized:
47HAA023Q0118 - Vendor Name - [Technical/Price] Quotation [DATE]



2.1.4 MINIMUM REQUIREMENTS

Vendors responding to this RFQ shall meet the following minimum requirements. Quotations that fail to meet any one of these minimum requirements shall not be further evaluated and shall be deemed ineligible for award.

1. Submit complete quotation documentation in accordance with RFQ instructions;
2. The Government encourages forming Contractor Team Arrangements (CTAs) among GSA MAS contract holders. If a CTA is utilized in the vendor's quotation, each team lead and team members' current and accurate GSA MAS contract pricing shall be posted in the GSA eLibrary portal. Note - Formulation of a CTA is optional.
3. Proposed prices shall be in accordance with the vendor's GSA MAS contract. The Government is seeking additional discounts off of vendor's GSA MAS contract prices.
4. Quotation shall be submitted by the Team Lead, if applicable; and,
5. Quotation shall identify the SAM.gov Unique Entity ID (UEI) Number for all team members (including Subcontractors) and each shall have current System for Award Management (SAM) registration as of the time of quotation submission.
6. Vendor shall be registered in the System for Award Management (SAM) with no active exclusions.

2.1.5 ASSUMPTIONS

All assumptions shall be evaluated as part of the individual factor to which they apply. The Government reserves the right to reject any quotation that includes any assumption that may impact satisfying the Government's requirements. Option years are based on funding availability. The Government reserves the right not to exercise any option year(s) if determined to be in the best interest of the Government. Please see Section 2.3.6 of the RFQ regarding evaluation of options.

2.2 QUOTATION CONTENT

Vendors are requested to provide a submission that is in accordance with the instructions in this RFQ, including the Evaluation Factors for Award section.

All vendor Quotations must include the data elements and information as follows.

2.2.1 PART 1 (TECHNICAL QUOTATION)

The Technical Quotation shall be separate from the Price Quotation. The Technical Quotation shall consist of a narrative file with the following naming convention: 47HAA023Q0118 - Vendor Name -



Technical Quotation - Date. Each narrative section must address the vendor's response to the respective Technical Evaluation Criteria for the task/delivery order. Page limits for each evaluation factor are provided and are inclusive of each evaluation sub-factor.

Technical Quotation	Page Limit
Evaluation Factor 1 - Technical Understanding and Approach	10 Pages
Evaluation Factor 2 - Key Personnel	5 Pages (Does not include resumes and certificates.)
Evaluation Factor 3 - Past Performance	10 Pages

2.2.2 PART 2 (PRICE QUOTATION) (5 Pages)

The Price Quotation shall be separate from the Technical Quotation. The Price Quotation shall consist of the following:

Price Quotation	Page Limit
<ol style="list-style-type: none">Cover Letter;<ol style="list-style-type: none">Identification of Team Members (including Task Order Lead, CTA Members, and Subcontractors, as applicable);Identification of each Team Member's UEI Number, GSA MAS contract, as applicable; and,Price Schedule with proposed pricing for each task identified in the Statement of Work for the base and two (2) option periods using the attached price schedule template in MS Excel format; (Vendors may provide additional price breakdowns and explanations to support their quoted price in accordance with the manufacturer's commercial pricing practices).Listing of any proposed discount(s) from vendors' GSA MAS contract prices, as applicable;Acknowledgement of Amendments, as applicable; and,Statement that the Quotation shall remain valid for a minimum of ninety (90) days.	Price quote narrative limited to 5 Pages for Task Order submissions combined (page limit does not apply to Excel price schedule template)



2.3 QUOTATION EVALUATION

The Government will evaluate the quotations based on the following evaluation factors, in descending order of importance. The Government will award one (1) single-award Labor Hour Task Order resulting from this solicitation to the responsible vendor whose quotation conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

RFQ Section	Description	Required Rating to Proceed	If Vendor Achieves Required Rating
	Technical Evaluation		
2.3.1	Evaluation Factor 1 - Technical Understanding and Approach	Acceptable	Will proceed to Evaluation Factor 2
2.3.2	Evaluation Factor 2 - Key Personnel	Acceptable	Will proceed to Evaluation Factor 3
2.3.3	Evaluation Factor 3 - Past Performance	Acceptable	Will proceed to Price Evaluation
	Price Evaluation		
2.3.4	Price Evaluation	Verified Consistency with GSA MAS contract, conducted competitive price analysis among quotes	N/A
	Award Determination		
2.3.5	Best Value Trade-Off		

2.3.1 Evaluation Factor 1 - Technical Understanding and Approach (10 Pages)

Technical Understanding and Approach will be rated in accordance with the following matrix:

Adjectival Rating	Description
Excellent	Quotation consistently exceeds the requirements and indicates an exceptional approach and understanding of the requirements. Quotation contains multiple strengths and there are no weaknesses or identifiable risks.



Good	Quotation consistently meets and sometimes exceeds requirements and indicates a sound approach and understanding of the requirements. Quotation contains multiple strengths that far outweigh any weaknesses. Risk of unsuccessful performance is very minimal.
Acceptable	Quotation consistently meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting. Risk of unsuccessful performance is low.
Marginal	Quotation does not clearly meet requirements and fails to demonstrate an adequate approach and understanding of the requirements. The quotation has one or more significant weakness(es) which is/are not offset by any identified strength(s). Risk of unsuccessful performance is moderate.
Unacceptable	Quotation failed to meet requirements and contains one or more deficiencies and/or weakness(es). Identified deficiencies and weaknesses cannot be remediated without a major revision of the quotation. Risk of unsuccessful performance is high.

Basis of Evaluation:

Vendors shall submit a narrative, not to exceed ten (10) pages, of their understanding of the SOW. The vendor will be evaluated to determine the extent to which it demonstrates an in-depth understanding of SOW Section 3 requirements (TASK 1: Business and Technology Analyses; TASK 2: Development of Applications and Tools; TASK 3: User Design Service; TASK 4: GSA IT Catalog of Services; TASK 5: PMO Support; TASK 6: Workforce Assessment; TASK 7: Data Analysis & Visualization Support; TASK 8: Change Management Support).

Specifically, potential Vendors shall provide narratives that addressing the following:

- Demonstrate ability and methodology of agile project management and delivery.
- Demonstrate ability, approach, and methodology to conduct business and technology assessments, modeling, business architecture, road mapping, and solution architecting/diagramming.
- Demonstrate ability, approach, and an understanding of full-stack development, software engineering, database transformation, Angular, MySQL, and application development with low-code/no-code platforms, and modern software development techniques.
- Demonstrate ability, approach, and an understanding of usability, content and service design best practices and methodologies.
- Demonstrate ability, approach, and an understanding of consumption based and FinOps IT financial and cost analysis and modeling methodologies and practices.



- Demonstrate ability, approach, and an understanding of developing repeatable methodologies and processes for PMOs initiative/project management, technology project management tools, and resource and capacity planning, decision-making, and agile coaching.
- Demonstrate ability, approach, and methodology to assess the workforce skills, capabilities, succession planning, and capacity modeling of an information technology organization.
- Demonstrate ability, approach, and an understanding of organizational performance measurement practices, development and maintenance of dashboards/visualizations using Tableau, and data analysis/modeling methodologies.

Any quotation that fails to receive an overall rating of “Acceptable” or higher for Technical Evaluation Factor 1 will be found ineligible for award. Accordingly, such quotations will not proceed to Evaluation Factor 2.

2.3.2 Evaluation Factor 2 - Key Personnel (5 Pages)

Key Personnel will be rated in accordance with the following matrix:

Adjectival Rating	Description
Excellent	Quotation consistently exceeds the requirements and indicates an exceptional approach and understanding of the requirements. Quotation contains multiple strengths and there are no weaknesses or identifiable risks.
Good	Quotation consistently meets and sometimes exceeds requirements and indicates a sound approach and understanding of the requirements. Quotation contains multiple strengths that far outweigh any weaknesses. Risk of unsuccessful performance is very minimal.
Acceptable	Quotation consistently meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting. Risk of unsuccessful performance is low.
Marginal	Quotation does not clearly meet requirements and failed to demonstrate an adequate approach and understanding of the requirements. The quotation has one or more significant weakness(es) which is/are not offset by any identified strength(s). Risk of unsuccessful performance is moderate.



Unacceptable	Quotation failed to meet requirements and contains one or more deficiencies and/or weakness(es). Identified deficiencies and weaknesses cannot be remediated without a major revision of the quotation. Risk of unsuccessful performance is high.
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Basis of Evaluation:

Demonstrates that candidates proposed for key personnel positions possess required skills, number of years of experience and/or required education in alignment with SOW Section 4.0: Key Personnel.

Contractors shall provide resumes for candidates proposed for key personnel positions. Resumes are limited to 2 pages, each. All resumes, at a minimum should be in the following format:

- 1) Name:
- 2) Title:
- 3) Job Category/Level (current and proposed category/level):
- 4) Security Clearance:
- 5) Relevant Professional Experience Summary (timeframe, number of years, and type of experience in the key technical and management areas):
- 6) Relevant Education/Training (college/university/degree/graduate degree/courses/year; professional courses/title/year):
- 7) Current Job Assignment:
- 8) Letter of Intent (if not presently with company):
- 9) Anticipated "Start Work" Date On Contract (month and year):
- 10) Anticipated Percentage of Dedicated Time On Contract:

Any quotation that fails to receive an overall rating of "Acceptable" or higher for the Evaluation Factor 2 will be found ineligible for award. Accordingly, such quotations will not proceed to Evaluation Factor 3.

2.3.3 Evaluation Factor 3 - Past Performance (10 pages)

Past Performance will be rated in accordance with the following matrix:

Adjectival Rating	Adjectival Description
Excellent	Past Performance highly exceeds size, scope and complexity of the requirements and objectives of the RFQ. Past performance is current (within the past 5 years). Past performance, references and CPARS feedback are highly favorable and past customers indicate a likelihood of doing business with the company again, if the opportunity arises. Past



	performance information leads to extreme confidence that the vendor can successfully perform the work.
Good	Past Performance slightly exceeds size, scope and complexity of the requirements and objectives of the RFQ. Past performance is current (within the past 5 years). Past performance, references and CPARS feedback are above average. Past Performance information leads to above average confidence that the vendor can successfully perform the work.
Acceptable	Past performance is similar in size, scope and complexity of the requirements of the RFQ. Past performance is current (within the past 5 years). Past performance, references and CPARS feedback are acceptable. Past performance information leads to confidence that the vendor can successfully perform the work.
Unacceptable	Past performance is not similar in size, scope and complexity of the requirements and objectives of the RFQ. Past performance, references and CPARS feedback are not favorable. Past performance information leads to no confidence that the vendor will successfully perform the work.
Neutral	<p>This rating applies only to past performance.</p> <p>In the case of a contractor without a record of relevant past performance or for whom information on past performance is not available, the Contractor will not be evaluated favorably or unfavorably on past performance.</p>

Basis of Evaluation:

Demonstrates past performance on critical, high impact/high visibility programs similar in Size, scope, and complexity for SOW Section 3: Specific Tasks (3.1-3.8).

Contractors shall provide three (3) past performance references within the last five (5) years demonstrating the Offeror served as a Prime contractor on at least two (2) of the three (3) past performance references. Contractors shall submit a Contract Performance Assessment Rating (CPAR) Report or a Past Performance Questionnaire (PPQ). Past performance reference must include:

1. Customer
2. Contracting Officer's (CO) Name, Email, and Phone Number
3. Contracting Officer's Representative (COR) Name, Email, and Phone Number
4. Prime Vendor
5. Subcontractor Vendor (if applicable)
6. Contract Vehicle



7. Contract Number
8. Task Order or Call Order Number, if applicable
9. Contract Type (e.i., FFP, T&M, Labor Hours, etc.)
10. Overall Dollar Value
11. Dollar Value Quoter Directly Performed
12. Overall Period of Performance
13. Period of Performance Quoter Directly Performed
14. Number of Full-Time Equivalents (FTEs) Performed by Quoter
15. Quantity of IT Projects or Systems Supported
16. Number of Regions Served
17. Number of End-Users/Customers Served
18. Align Performance to SOW Task Area(s)

Any quotation that fails to receive an overall rating of “Acceptable” or higher for the Evaluation Factor 3 will be found ineligible for award. Accordingly, such quotations will not proceed to price evaluation.

2.3.4 Evaluation Factor 4: Price Quotation Evaluation

Price evaluations will be conducted in accordance with Federal Acquisition Regulation (FAR) Part 8.4. Award will be made to the Vendor whose price quotation represents the best value to the Government. Vendors' price quotations will be evaluated to determine total price reasonableness and best value to GSA. Prices that are excessively high or low may be considered unreasonable and may receive no further consideration. Prices will be evaluated to ensure consistency with the Vendor's GSA MAS contract.

The Government will evaluate the quoted total price for the total period of performance 12-month base period and two (2) 12-month option periods to be consistent with prices as approved in the vendor's GSA MAS contract and demonstrates ability to fully meet the tasks listed in **Section 3.0** of the Statement of Work.

The price Quotation will be evaluated for consistency and understanding of the requirements set forth in this RFQ and Statement of Work.

GSA will confirm that the rates in the Quotation are accurate when compared to the vendor's current GSA MAS contract. Quotations containing inaccurate pricing information will be deemed ineligible for award and may not be further evaluated.

GSA is seeking additional discounts over Contract discounts for use under this RFQ.

Open market items may be included on the vendor's price quote but must be clearly marked and incidental to other items available on the vendor's GSA MAS contract Price list.



2.3.5 Best Value – Trade-off Evaluation Process

Quotations must demonstrate a clear understanding of the nature and scope of the work required. Failure to provide a responsive, reasonable, and complete Quotation may reflect a lack of understanding of the requirements and may result in a Quotation receiving no further evaluation and determined ineligible for award.

Award of one (1) single-award Labor Hour Task Order will be made to the responsible vendor whose Quotation conforms to the requirements outlined in this RFQ and is determined to represent the best value to the Government in terms of technical merit and proposed price.

Evaluation will consist of three technical (non-price) factors: Technical Understanding and Approach, Key Personnel, and Past Performance. The three factors are ranked in descending order of importance.

All evaluation factors other than cost or price, when combined, are significantly more important than price in determining the overall best value to the Government. While price is not as important as technical, it does have significance to the Government.

However, as Quotations become more equal in terms of technical/non-price evaluation factors, price will become a more important factor.

Vendors must meet all the requirements for the technical/non-price factors in order to move forward with the price evaluation.

Communications:

The Government intends to award without communications. GSA MAS contract vendors shall provide their best, complete Quotation upon initial submission. The Government reserves the right to hold communications if deemed necessary by the Contracting Officer.

Government-employee representatives from the requiring program office shall provide technical evaluation of all Quotations based on the Quotations/documentation provided. The evaluations will be based on the evaluation criteria set forth above.

2.3.6 Evaluation of Options

For award purposes, in addition to the vendor's response to the base period requirements, the Government will evaluate the vendor's Quotation in response to all RFQ option periods. Evaluation of the option periods will not obligate the Government to exercise the options.



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SECTION III Statement of Work

3.1 GENERAL: See attached Statement of Work



SECTION IV Task Order Level Terms and Conditions

4.1 General

The terms and conditions provided for in the vendor's GSA MAS contract are incorporated in this requirement. All order of precedence issues shall be governed by FAR 52.212-4(s), as supplemented and deviated from in GSAR 552.212-4.

4.1.1 Period of Performance:

As indicated in the Statement of Work, the Government desires services for a 12-month base period and two 12-month option periods. Options, if determined required, shall be exercised in accordance with applicable regulations.

4.1.2 Task Order Award:

Award of the resultant Task Order shall be made via a bilaterally signed SF1449. Award shall consist of mandatory Labor Hour Contract Line Item Numbers (CLINs) for Digital Management Services covering the Base Period and two Option Years.

4.2 Task Order Level Clauses

In addition to the clauses set forth therein the Contractor's GSA MAS contract, the following additional task order level clauses are herein made a part of, and pertain to, any resultant contractual action for this Task Order.

4.2.1 Task Order Level Clauses Incorporated by Reference:

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

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

- (a) Federal Acquisition Regulation: <https://www.acquisition.gov/far/>

The following clauses are incorporated by reference, and made a part of, the resultant task order:

Clause No	Title	Date
52.204-10	Reporting Executive Compensation and First Tier Subcontract Awards	JUN 2020
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services	DEC 2022



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52.212-4 (ALTERNATE I)	Contract Terms and Conditions—Commercial Products and Commercial Services (ALTERNATE)	NOV 2021
52.217-5	Evaluation of Options	JULY 1990
52.217-7	Option for Increased Quantity-Separately Priced Line Item	MAR 1989
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-14	Limitations on Subcontracting	OCT 2020
82.219-17	Section 8(a) Award	Oct 2019
52.232-22	Limitation of Funds	APR 1984
52.237-3	Continuity of Services	JAN 1991

52.252-2 GSAM CLAUSES INCORPORATED BY REFERENCE

The full text of a provision may be accessed electronically at: GSAM website:

<https://www.acquisition.gov/gsam/gsam.html>

Clause No	Clause Title	Date
552.204-9	Personal Identity Verification Requirements	JAN 2011
552.212-4	Contract Terms and Conditions—Commercial Items (FAR DEVIATION)	JAN 2023
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items	JAN 2022
552.212-72	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items	JAN 2022
552.232-39	Unenforceability of Unauthorized Obligations (FAR DEVIATION)	FEB 2018



SECURITY CLAUSES INCORPORATED BY REFERENCE

Clause No	Clause Title	Date
FAR 52.204-2	Security Requirements	MAR 2021
FAR 52.224-1	Privacy Act Notification	APR 1984
FAR 52.224-2	Privacy Act	APR 1984
FAR 52.239-1	Privacy or Security Safeguards	AUG 1996
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021

The following GSA policies must be followed as applicable:

1. Attachment 2 - CIO 09-48, IT Security Procedural Guide: Security and Privacy IT Acquisition Requirements

The contractor's personnel involved with this task order are required to review above-cited contract clauses and policies and ensure compliance throughout the life of this task order.

4.2.3 Task Order Level Clauses Incorporated in Full Text

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.



- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty months.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond the base year period of performance. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the base year period of performance, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

GSAM 552.217-71 Notice Regarding Option(s) (Nov 1992)

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

(End of provision)

FAR 52.219-18, Notification of Competition Limited to Eligible 8(a) Concerns (DEVIATION)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the



successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) The _____ [insert name of SBA's contractor] will notify the _____ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

Limitation of Funds (Apr 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the



Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of-

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of-

(1) The amount previously allotted by the Government or;



(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

OPTIONAL CLAUSES BASED ON REQUIREMENT

<u>52.204-14</u>	<u>Service Contract Reporting Requirements</u>	OCT 2016
<u>52.222-55</u>	<u>Minimum Wages for Contractor Workers Under Executive Order 14026</u>	JAN 2022

Award with Time & Material/Labor Hour Component:

52.216-31	<u>T&M/LH Proposal Requirements—Commercial Item Acquisition</u>	NOV 2021
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52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it



"does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds



"does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.



(End of provision)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).



Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract



and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

4.3 Individuals Authorized to Commit the Government

For purposes of the resultant Task Order, only the GSA OIA Contracting Officer, acting within the scope of their warrant authority, are empowered to execute contract actions, and any necessary modifications thereto.

The Contracting Officer is the only person authorized to approve any changes in the scope of work for this requirement. In the event the contractor effects any changes at the direction of any person other than the Contracting Officer, the changes shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase of expenses incurred as a result thereof.

The Primary Contracting Officer for the Task Order shall be as follows:

Roger McKinnis E-mail: roger.mckinnis@gsa.gov, Tel.: (202) 969-7565

4.4 Contracting Officer's Representative (COR)

Any individual delegated as the Contracting Officer's Representative (COR) under the resultant Task Order shall be limited to technical cognizance and performance oversight. The COR shall not at any time execute contract actions or modifications therein. The Contracting Officer shall issue a formal COR appointment letter, to be included with the resultant task order award package, and shall provide a copy to the Contractor. Responsibilities and limitations on authority specific to the resultant Task Order shall be identified within the appointment letter. Any changes to the COR or assigned duties therein shall be made



in writing by the Contracting Officer.

The Contracting Officer's Representative (COR) and/or Program Manager shall assist in monitoring the contractor's performance. The contractor's performance shall be evaluated by the COR and Program Manager unless otherwise required.

The COR shall contact the Contracting Officer for any changes needed on the requirement. The Primary Contracting Officer's Representative for the Task Order shall be as follows:

Jonathan Edwards, E-mail: jonathan.edwards@gsa.gov , Tel.: (202) 286-3171

4.5 Funding and Payment

Prompt Payment Requirements: Payments will be processed in accordance with FAR Clause 52.212-4(i) Payments as supplemented and deviated from in GSAM Clause 552.212-4.

INVOICES: The Contractor shall submit billings per month in accordance with the Government's requirements in the Statement of Work.

Submission of Original Invoices:

Invoices shall be submitted no later than fifteen calendar days following performance and/or delivery. The invoice must be accompanied by any applicable monthly status reports submitted during that period. The COR and CO shall receive a copy of the invoice and all supporting documentation. This can be done before, but no later than, the same time as invoice submission to the GSA Financial Operations and Disbursement Center.

Invoices are authorized for payment upon the Government's receipt and acceptance of deliverables specified in the contract and the receipt of a valid invoice. Invoices, to be proper and payable, must include the following information:

1. Name and address of the Contractor, and
2. Invoice date and number, and
3. Contract/Order Number (as listed in Block 4 on Form SF1449) and Pegasys Document Number (PDN) (GD followed by [PIID Number as listed in Block 4 on Form SF1449]), any Contract Line Item Numbers (CLINs), and the Program/Project Title Digital Management Services and
4. Description of the services/products provided including CLIN number and description, quantity, unit of measure, unit price and extended price of the item(s) delivered; period of service and/or dates that services were provided, etc., and;
5. Name and address of the contractor's authorized representative to whom payment is to be sent, and;
6. Name, title, and phone number of the contractor's PoC to be notified in the event of defective invoice; and



7. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice and ensure the SAM.gov profile for the contractor is complete including the payment remittance address and bank details.

In accordance with FAR 52.212-4 (Alternate 1) - January 2017, for any payment requests involving the optional labor-hour tasks on the task order, 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.

The Contractor shall submit an original invoice for payment to GSA Financial Operations and Disbursement Center.
P.O. Box 419279
Kansas City, MO

Copies of invoices shall be emailed to the designated Contracting Officer Representative (COR) that will be appointed following award of this task order.

Copies of invoices shall be emailed to the designated Contract Specialist and Contracting Officer.

Please Note: Failure to send both copies could delay your payment.

When invoicing GSA, ensure all data listed in Items 1-7 above are present on the invoice. All invoices shall be submitted electronically. Password and electronic invoice access is obtained through VCSS, <https://phdc-pub.gsa.gov/vcssregistration/>.

For assistance with how to setup electronic invoicing or payment related information, please contact GSA Finance Customer Support (800) 676-3690 or kc-acctspayable.vcss@gsa.gov.

A copy of the invoice must be sent to the COR/Program Office POC, Yuk Wong-Chiu E-mail: yuk.wong-chiu@gsa.gov, for approval. A courtesy copy of the invoice must also be sent to the Contract Specialist, Micheal Scott E-mail: micheal.scott@gsa.gov, and Contracting Officer, Roger McKinnis E-mail: roger.mckinnis@gsa.gov, for the official contract file.

FINAL INVOICE: The Contractor shall submit with a GSA Form 1142- Release of Claims with submission of the final invoice at the end of the period of performance. A copy of the form should be sent via email to the Contracting Officer and to the Contract Specialist and COR identified as the Government POCs in the SOW.

4.6 Contractor Performance Assessment Reporting System (CPARS)

GSA OIA shall prepare evaluations of contractor's performance under the resultant Task Order. In addition to a final CPARS assessment, interim evaluations shall also be completed annually. The



contractor shall designate an appropriate point of contact (including name, telephone number and email) for use in registration of the resultant task order in the CPARS system for use in completing performance assessments. Performance assessments will be routed to this individual through the CPARS portal for coordinating comments with the Contractor in accordance with FAR Section 42.1502. Any updates to the identified point of contract shall be made in writing to the Contracting Officer within five (5) business days to ensure timely update of the communication matrices housed within the CPARS portal.

4.7 Contractor Non-Disclosure Requirements and Organizational Conflict of Interest

- a. Contractors may require access to program sensitive information or pre-decisional, sensitive information, and may be required to complete non-disclosure forms. The forms will restrict any use of inside information as procurement sensitive. Non-disclosure forms will be kept on file with the COR.
- b. The Contractor may have access to information by virtue of their performance under this contract that could give rise to a potential (real or perceived) Organizational Conflict of Interest (OCI). Therefore, the Contractor shall ensure that it remains free from or satisfactorily mitigates any potential (real or perceived) OCI associated with this effort by providing written notice, and its proposed mitigation plan, to the Contracting Officer as soon as practicable after identifying the potential OCI. The Contracting Officer will consider the proposed mitigation plan and take whatever steps necessary to protect the Government's best interest.

4.8 Data Security and Privacy

The contractor shall be responsible for properly protecting all information used, gathered, disclosed, or developed as a result of work under this contract. The contractor shall also protect all government data by treating information as sensitive. All information gathered or created under this contract shall be considered as confidential information. It is anticipated that this information will be gathered, created and stored within the primary work location. If contractor personnel must remove any information from the primary work area they should protect it to the same extent they would their proprietary data and/or company trade secrets. The information shall not be disclosed, copied, modified, used (except in completion of a task order) or otherwise disseminated to any other person or entity at any time to include, but not limited to inclusion in any database external to GSA without GSA's expressed consent.

The use of this data is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

4.9 Data Rights

The Government shall have unlimited use rights, at no additional cost to the Government, for all intellectual property developed or delivered in accordance with a task order. This right does not abrogate any other Government rights. Anything produced belongs to the Government with no restrictions. Anything that is licensed, copyrighted to be used in deliverables to the Government must be identified



prior to award of each task order and approval made by GSA.

Government data rights of software deliverables shall be in accordance with FAR 52.227-19 Commercial Computer Software License and/or FAR 52.227-14 Rights in Data - General. Ownership of data entered into any and all systems, system documentation, all deliverables produced in the performance of this contract, and other related system information shall reside with the Government.

4.10 Facilities Security

The Federal Acquisition Regulation (FAR) Council requires that all federal entities ensure that all Contractors have current and approved security background investigations that are equivalent to investigations performed on Federal employees.

In accordance with Homeland Security Presidential Directive 12 (HSPD-12) and GSA regulations, contractor employees who required access to GSA facilities and IT systems, must receive a successful determination from the security clearance process to receive a GSA Access Card (Access Card), at the minimum, a Moderate Background Investigation with written Inquiries (MBI) is required. Successful results from the FBI National Criminal History Check (i.e., fingerprint check) portion must be received before an Access Card can be issued.

The vendor will adhere to all GSA facility security requirements and information technology security requirements. Contractor employees without government issued identification badges shall be escorted while in the Government building.

The Contractor shall return all badges to the government on the same day that an individual employee is terminated, and/or upon termination or completion of the Call Order. The Contractor shall notify the Government immediately of any lost or stolen badges.

The Government assumes financial responsibility for any fees connected to the clearance process for contractor employees and the issuance and/or maintenance fees for the Access Card.

4.11 Ad Hoc or Situational Teleworking

The Federal telework program and policies does not cover Federal contractors. However, this does not prohibit and should not prevent contractor employees from teleworking as appropriate. This provision authorizes telework in the event of hazardous road conditions in the winter months, an office move, a COOP exercise, or an emergency. Telework arrangements for contractors should be negotiated with both the contractor's own employer and with the Task Order Contracting Officer Representative and Contracting Officer so policies and procedures are in agreement with all parties. Telework agreement must be coordinated on a task by task basis as needed. Teleworking must be approved by the Task Order Contracting Officer. A report of telework activities shall be submitted by the contractor employee to the contractor Program Manager for each day telework is performed. The Contractor Program Manager shall submit the report to the Task Order Contracting Officer and Task Order Contracting Officer Representative by the end of each telework day.



4.12 Copyright Notice

The Contractor shall place the following copyright notice on all materials, documents, deliverables, etc. developed during performance of this contract.

This work, authored by [contractor name] employees, was funded in whole or in part by federal funds under U.S. Government contract [number] and is, therefore, subject to the following license: The government is granted for itself and others acting on its behalf a paid-up, nonexclusive, irrevocable, worldwide license in this work to use, reproduce, modify, prepare derivative works, disclose, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the government. All other rights are reserved by the copyright owner.

For purposes of clarity, the intent of the government is for intellectual property to be vested in the Federal Government for work paid for by the Federal Government. All documents, graphics, and code created under this contract are the intellectual property of the Federal Government including, but not limited to, plans, reports, schedules, software code, software designs, graphics, etc. In the event that the Federal Government implements under this contract open-source software and pays for the cost of the implementation of open-source software, the final changes and edits to the code and configuration (such as work to integrate plug-ins) are the intellectual property of the Federal Government.



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SECTION V Task Order Price Schedule

5.1 GENERAL:

Vendors shall prepare their price quotations for the task order using the attached Price Schedule template in MS Excel format. Vendors must ensure that their price quotations include proposed pricing for all tasks, CLINs, and deliverables as set forth in the Statement of Work.

Price quotations that do not conform to the format in the attached Price Schedule template may be rejected and receive no further consideration for award purposes. Vendors shall indicate clearly only labor categories and associated hourly rates as set forth on their GSA MAS Contract.



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Attachments:

- Attachment 1: SOW - Digital management
- Attachment 2: CIO-12-2018 Revision 1 Final_ IT Policy Requirements Guide
- Attachment 3: Required Price Schedule
- Attachment 4: Past Performance Questionnaire
- Attachment 5: Question and Answer Template