

## **I. PRICING**

### **1. GENERAL**

**1.1.** The 8(a) Streamlined Technology Application Resource for Services (STARS) II Governmentwide Acquisition Contract (GWAC) – “8(a) STARS II”, a/k/a “STARS II”, is a Multiple Award (MA), Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract to provide information technology (IT) services and IT services-based solutions which may include the integration of ancillary support which is necessary and integral to the IT services being acquired. STARS II is reserved for qualifying Small Business Administration (SBA) certified 8(a) prime contractors with competitive prices.

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

**1.3.** Hereafter, STARS II may also be referred to as the “Basic Contract” while task order(s) issued under the Basic Contract may also be referred to as “Order(s)”.

### **2. AUTHORITY**

**2.1.** STARS II is established under the authority of the Small Business Act (P.L. 85-536, as amended), 15 U.S.C. 637(a), 13 C.F.R.124 and Federal Acquisition Regulations (FAR) 19.8. It is operated in concert with parallel authority from the Office of Management and Budget (OMB), which has designated the U.S. General Services Administration (GSA) as an Executive Agent (EA) for Governmentwide IT acquisitions pursuant to Section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. 11302(e).

**2.2.** The scope of this designation includes GSA’s role and responsibility to award and administer the Basic Contract, and to grant Delegation of Procurement Authority (DPA) to warranted contracting officers for the award and administration of the Orders, that is further addressed in the Contract Administration Section.

**2.3.** The authority of the Small Business GWAC Center Procuring Contracting Officer (PCO), GSA Administrative Contracting Officer (ACO) and the Ordering Contracting Officer (OCO) are defined in Contract Administration Section.

### **3. ECONOMY ACT**

**3.1.** In accordance with FAR 17.500(b)(2), the Economy Act does not apply to acquisitions using GWACs.

### **4. BASIC CONTRACT TERM**

**4.1.** The Basic Contract term is one five-year base period with one five-year option period.

## **5. TASK ORDER PERIOD OF PERFORMANCE**

**5.1.** The term for each Order placed under the Basic Contract shall be specified in the individual Order. Under no circumstances may a new order be placed under the Basic Contract if the Basic Contract is not in effect, has expired, has been cancelled or has been terminated.

**5.2.** Orders may be awarded during the STARS II GWAC Basic Contract's life, which is also referred to as the Contract Ordering Period (COP). Therefore the COP, like the Basic Contract term, is for a five-year base period with one five-year option. Orders may not be issued outside the COP.

**5.3.** An Order may be issued with a period of performance (PoP) of up to seven years from the date the Order is placed, with or without option periods during the PoP, provided:

- 1) The Order PoP is consistent with the customer agency's policy on task order duration and funding.
- 2) Orders that may run beyond the final day of the underlying GWAC COP are limited to three years beyond the final day of the basic contract option, which means all orders have to be substantially completed by (exact date to be determined).
- 3) Multi-year contracting is one of the ways to structure an Order's PoP and is a highly specialized endeavor. OCOs considering multi-year contracting are reminded of their obligations under FAR 1.602-2.

**5.4.** Order duration is not dependent upon the Center exercising the Basic Contract option. This means that an OCO can exercise an Order option period even if the Basic Contract is no longer available for new Orders. OCOs are required to document that Order options are in the best interest of the Government consistent with FAR 17.207, or authorized customer agency supplement.

## **6. ORDER TYPES**

**6.1.** As defined in FAR Part 16, Type of Contracts, Fixed-Price (FAR 16.2), Incentive (FAR 16.4), Time-and-Materials (T&M (FAR 16.6)), and Labor-Hour (L-H (FAR 16.6)) Order types are permissible. Hybrid blends of the Order types are feasible. The OCO is responsible for clearly identifying the applicable order type(s), making all required determinations and establishing requirements in the Order solicitation.

**6.2.** There is a regulatory order of precedence for contract types which prioritizes fixed price work over all other contract types, applied to STARS II's eligible Order types below:

- 1) Fixed Price (FAR 16.2)
- 2) T&M or L-H (FAR 16.6)

If not using Fixed-Price terms, FAR 16.601(d) requires contracting officers to document the rationale which applies to orders under STARS II. The determination and findings required by FAR 16.601 (d) requires a higher level of review. Please check agency guidance for the required level of review and approval.

**6.3.** Orders may be multi-year and/or include option periods and/or include optional Contract Line Item Numbers (CLINs) consistent with the FAR and customer agency contracting and fiscal policy.

## **G. PERFORMANCE-BASED ACQUISITION PREFERENCE**

**7.1.** Pursuant to FAR 37.102(a)(2), the OCO should use performance-based acquisition methods to the maximum extent practicable using the following order of precedence:

- 1) Firm-fixed Price Performance-Based
- 2) A Performance-Based Order that is not Firm-Fixed Price
- 3) An Order that is not Performance-Based

## **8. NOT ALLOWED ON STARS II**

- Renting/leasing
- Blanket Purchase Agreements (BPAs)
- Letter Contracts
- Orders for which IT services outcomes are not the principle purpose
- Orders for which supplies or software/hardware are the principle purpose

## **9. RENTING/LEASING**

**9.1.** Renting and leasing of Personal Property and Real Property is not allowable; however, leases may be part of an IT services-based solution, provided:

- 1) The Government will not be the lessee and it will not be liable for cancellation fees should an option not be exercised
- 2) Furthermore, the use of lease-like (incremental) payment arrangements to purchase items, which purport to permit the Government to receive delivery of items and then pay for the full cost of the items over time, are not permitted

**9.2.** More information about this is presented in the Contract Requirements section.

## **10. FIXED PRICE ORDER TYPE**

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

agency policy. STARS II is a competitively awarded 8(a) Basic Contract and it is important for OCOs to note such in documenting their price analysis. Further competition for Orders is another valuable price analysis consideration. Fixed price proposals shall include the Contract Access Fee (CAF). When calculating the fixed price, the CAF shall be applied last.

## **11. INCENTIVE ORDER TYPE**

**11.1.** The OCO must determine fair and reasonable pricing for all incentives in Orders and develop a plan to implement and monitor an Award-Fee, Incentive-Fee, or Award-Term result in accordance with FAR 15.4, Pricing, FAR 16.4, Incentive Contracts and customer agency policy. This is an area of increasing regulatory oversight pursuant to Section 867 of the Duncan Hunter National Defense Authorization Act of 2009, P.L. 110-417 (“DHNDAA” or “NDAA 2009”), and customer agency policy, requiring OCO due diligence. OCOs considering incentive contracting are reminded of their obligations under FAR 1.602-2.

## **12. TIME & MATERIALS AND LABOR-HOUR ORDER TYPES**

**12.1.** The pricing schedules established in the associated Microsoft Excel spreadsheet files contain the basic contract ceiling rates for T&M and LH work. The basic contract ceiling rates, and subsequent rates quoted or proposed for task orders, shall be fully burdened labor rates inclusive of all direct and indirect costs (e.g., profit, fringe benefits, salary, indirect rates), personnel and facility security clearance up to the Secret level, and the contract access fee (CAF). When calculating each unit price, the CAF shall be applied last.

**12.2.** Order rates shall not exceed the basic contract ceiling rates. Although basic contract ceiling rates resulted from competition, it is anticipated that task order competition (fair opportunity orders) or negotiation (directed orders) may result in even more competitive pricing than the basic contract ceiling rates. The OCO is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price for the task order is reasonable in accordance with FAR 15.4, Pricing, and FAR 16.601 Time and Materials Contracts. The Basic Contract ceiling rates are very useful pricing references for OCOs to incorporate into their price analysis document.

**12.3.** The OCO is authorized to establish different fully loaded Order rates suited to meet foreign area requirements and for work requiring personnel and facility security clearance higher than Secret, and for determining fair and reasonable pricing for such work in accordance with FAR 15.4, Pricing, and FAR 16.601 Time and Materials Contracts. Contractors shall explain and justify their foreign area and higher than secret security clearance rates in Order quotes and proposals. Upon request of the OCO, the Contractor shall provide other than cost or pricing data, to include, a cost element breakdown of each Loaded Hourly Labor Rate, including Profit, in accordance with the

Contractor's cost accounting system, as well as any other supporting information the OCO deems necessary.

**12.4.** Payments under T&M and LH terms (including matters related to subcontractors, materials, etc.) are governed by the associated Payments Clause in this contract.

### **13. MAXIMUM BASIC CONTRACT CEILING AND MINIMUM AWARDEE GUARANTEE**

**13.1.** Pursuant to FAR 16.504(a), the total maximum quantity of all supplies and services under the Basic Contract (for all awardees combined) shall not exceed \$10 Billion, including the Option.

**13.2.** The total minimum guarantee under the STARS II GWAC is \$250 maximum per awardee. The minimum guarantee shall be considered satisfied when an awardee receives task order work valued over \$250. The exercise of the basic contract option period does not re-establish the minimum guarantee. STARS II awardees without \$250 or more in task order work have a maximum of 60 calendar days after the expiration of their contract, or termination for the Government's convenience, to request their minimum guarantee in writing from the STARS II Contracting Officer. Termination for cause eliminates the contractor's entitlement to the minimum guarantee.

### **14. CONTRACT ACCESS FEE (CAF)**

**14.1.** The CAF is  $\frac{3}{4}$  of a percent (i.e. 0.0075) applied to the total price/costs for contractor performance as billed to the Government.

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

**14.3.** Contractors must include estimated CAF on all Order quotes and proposals, regardless of Order type.

**14.4.** OCOs may require contractors to include CAF as a separate line item on Orders if required by customer agency policy.

**14.5.** Contractors are responsible for collecting CAF from ordering agencies and for remitting CAF to GSA in accordance with contract requirements.

### **15. TRAVEL PRICING (ALL ORDER TYPES)**

**15.1.** If authorized in the task order, travel will be reimbursed at actual direct cost in accordance with the limitations set forth in FAR 31.205-46. No indirect costs or profit are allowed for travel.

**15.2.** Travel will typically be a separate not-to-exceed CLIN on orders.

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

**16.1.** The Basic Contract's labor categories are considered bona fide executive, administrative, professional labor and generally exempt from the SCA if used to perform professional IT services, and not more mundane work.

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

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

## **17. LABOR SUBJECT TO THE DAVIS BACON ACT**

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

**17.2.** Any construction, alteration and repair shall be firm fixed price, even if other aspects of the Order are another Order type/Contract terms. It is recognized that modifications to construction line items may not initially be fixed price as the Government works through a change order and/or modification process. In such situations the FAR instructs that such work should be fully definitized as soon as practicable, and certainly before closeout.

**17.3.** The Basic Contract does not include all applicable flow-down clauses for labor categories subject to the Davis Bacon Act. Each Order must be tailored to include the appropriate clauses. FAR Part 36, or authorized customer agency supplement, is a primary reference for construction contracting regulations.

**17.4.** Construction contracting is a highly specialized area. OCOs considering including construction contracting as part of an IT services-based solution are reminded of their obligations under FAR 1.602-2.

## **18. FOREIGN WORK AREAS**

**18.1.** Contiguous United States (CONUS) means the 48 contiguous States and the District of Columbia.

**18.2.** Non-foreign area means the States of Alaska and Hawaii, the Commonwealths of Puerto Rico, Guam and the Northern Mariana Islands and the territories and possessions of the United States (excludes the Trust Territories of the Pacific Islands).

**18.3.** Foreign area means any area, including the Trust Territories of the Pacific Islands, situated both outside CONUS and the non-foreign areas.

**18.4.** It is anticipated that there may be Orders for work in foreign areas. The Department of State Standardized Regulations (DSSR) addresses foreign area allowances and benefits for U.S. Government civilians. The U.S. Department of State's Bureau of Administration, Office of Allowances, (<http://www.state.gov/m/a/als/>), publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances. OCOs are authorized to select a foreign area pricing approach consistent with the DSSR that is tailored to their order requirements. If a task order RFQ/RFP includes foreign area work and the OCO has not identified a preferred foreign area pricing approach, contractors may include a foreign area pricing approach consistent with the DSSR and shall explain and justify it in their task order quote/proposal, and OCOs shall determine if the approach results in a fair and reasonable prices in accordance with the DSSR, FAR 15.4, and the subparts of FAR 16 authorized by the basic contract which are associated with the instant order solicitation and resulting order. Upon request of the OCO, the Contractor shall provide other than cost or pricing data to support their proposal(s).

**18.5.** The Basic Contract does not include all applicable clauses for foreign area work. Each Order RFQ/RFP, and resulting Order, must be tailored to include appropriate clauses.

**18.6.** Foreign area contracting is highly specialized. OCOs considering foreign area contracting are reminded of their obligations under FAR 1.602-2.

## **19. BASIC CONTRACT OPTION PERIOD (BOP) PRICING**

**19.1.** Pricing for the BOP will be based on the ceiling rates each offeror proposes for Basic Contract Year five. The fifth-year rates will be extrapolated out to years six through ten automatically by the Government for proposal evaluation purposes.

**19.2.** The actual ceiling rates for the BOP will be determined by escalating the proposed year five ceiling rates utilizing the latest methodology and basis for the Bureau of Labor Statistics (BLS) Employment Cost Index (ECI). The ECI for "Professional, Scientific, and Technical Occupations" will be controlling. A simple "percentage" method will be used.

**19.3.** The Government does not intend to perform re-determinations or apply escalated rates retroactively to Orders. The escalation will not apply to awarded orders in place before the BOP, even if they cross the time frame covered by the BOP, unless they specifically definitize its inclusion. Orders awarded before the BOP occurs and crossing the time frame covered by the BOP may include an order-specific escalation methodology for out-year pricing.

**19.4.** The specific ECI used as the basis for adjustment for the BOP CEILING RATES IS TITLED "wages and salaries (NOT SEASONALLY ADJUSTED)" Employment Cost

Index for wages and salaries, private industry workers, by industry and occupational group.”

**19.5.** The BOP escalation adjustment will be calculated three months prior to the BOP, using the latest ECI information available at that time (providing GSA a three-month window to prepare the escalation documentation) and implemented at the beginning of the BOP (basic contract year six), if exercised. The Government intends to use the average of the five previous full years of ECI data to make a one-time contract escalation. This escalation will be applied one time to years six through ten ceiling rates – and those ceiling rates will remain constant thereafter.

**19.6.** The calculated escalation rate will be applied consecutively for basic contract years six through ten. This means that the escalation rate will have compounding effect for years six through ten. As a result, each year of the BOP will have separate pricing.

## II. BASIC CONTRACT SCOPE

### 1. GENERAL

**1.1.** The Basic Contract will provide Federal government agencies (see GSA Order 4800.2E for a list of eligible customer agencies) with IT services and IT services-based solutions from 8(a) certified firms on a global basis. In addition to IT services, IT services-based solutions are comprised of a range of ancillary support, but maintain focus on IT services-based outcomes.

**1.2.** The scope of the contract will be based on four Functional Areas (FAs), each grounded in one of four NAICS codes and their respective definitions. A prospective task order for IT services or an IT services-based solution should be vetted with the NAICS code from the complete NAICS system that, in the judgment of the customer agency, is most closely connected with/that best prospectively fits the IT services-based outcome. If the best-fit NAICS code is one of the four listed below, it is a STARS II candidate opportunity in the respective FA. The Small Business GWAC Center can assist OCOs in making NAICS and FA selections.

FA1: NAICS 541511 - Custom Computer Programming Services  
FA2: NAICS 541512 - Computer Systems Design Services  
FA3: NAICS 541513 - Computer Facilities Management Services  
FA4: NAICS 541519 - Other Computer Related Services

**1.3.** The basic contract scope structure includes two levels, known as Constellations. Constellation I is the basic level in which contractors must demonstrate technical proficiency and offer competitive prices. Constellation II contractors must possess one or more of the following credentials, demonstrate technical proficiency and offer competitive prices.

ISO 9001:2000  
ISO 9001:2008  
CMMI Level II (or higher) – DEV  
CMMI Level II (or higher) – SVC

**1.4.** If the work fits in a FA and a customer requires one of the designated credentials, it is a Constellation II opportunity in that FA; otherwise it is a Constellation I opportunity in that FA.

**1.5.** A potential task order's scope may include project management associated with the IT service outcomes.

**8(a) STARS II Scope Structure**

<b>Constellation and Functional Area Taxonomy</b>	<b>FA1 NAICS 541511</b>	<b>FA2 NAICS 541512</b>	<b>FA3 NAICS 541513</b>	<b>FA4 NAICS 541519</b>
<b><u>Constellation I</u></b> Technical Proficiency and Competitive Prices	X	X	X	X
<b><u>Constellation II</u></b> ISO 9001:2000 or ISO 9001:2008 or CMMI Level II (or higher) - DEV or CMMI Level II (or higher) – SEV <b>with</b> Technical Proficiency and Competitive Prices	X	X	X	X

**2. INFORMATION TECHNOLOGY DEFINED**

**2.1.** Please refer to FAR 2.101 for the definition of Information Technology ([www.arnet.gov](http://www.arnet.gov)).

**3. FUNCTIONAL AREA DESCRIPTIONS**

**3.1.** The information below is based on the 2007 NAICS code definitions which can be found on the U.S. Census website ([www.census.gov](http://www.census.gov)), while their associated small business size standards may be found on SBA’s website ([www.sba.gov/size](http://www.sba.gov/size)).

**3.2.** For each FA, the work examples in the bulleted list under each NAICS code description are representative, not all inclusive.

**FA1: 541511- CUSTOM COMPUTER PROGRAMMING SERVICES**

This U.S. industry comprises establishments primarily engaged in writing, modifying, testing, and supporting software to meet the needs of a particular customer.

- Custom computer applications software programming services
- Custom computer program or software development
- Custom computer programming services
- Custom computer software analysis and design services
- Custom computer software programming services
- Custom computer software support services
- Web (i.e. Internet) page design services, custom

***FA2: 541512- COMPUTER SYSTEMS DESIGN SERVICES***

This U.S. industry comprises establishments primarily engaged in planning and designing computer systems that integrate computer hardware, software, and communication technologies. The hardware and software components of the system may be provided by this establishment or company as part of integrated services or may be provided by third parties or vendors. These establishments often install the system and train and support users of the system.

- CAD (computer-aided design) systems integration design services
- CAE (computer-aided engineering) systems integration design
- CAM (computer-aided manufacturing) systems integration design
- Computer hardware consulting services or consultants
- Computer software consulting services or consultants
- Computer systems integration analysis and design services
- Computer systems integration design consulting services
- Computer integrator services
- Information management computer systems integration design services
- Local Area Network (LAN) computer systems integration design services
- Computer network systems design services
- Office automation computer systems integration design services

### **FA3: NAICS 541513- COMPUTER FACILITIES MANAGEMENT SERVICES**

This U.S. industry comprises establishments primarily engaged in providing on-site management and operation of clients computer systems and/or data processing facilities. Establishments providing computer systems or data processing facilities support services are included in this industry.

- Computer systems facilities management and operation services
- Data processing facilities management and operation services
- Computer systems or data processing facilities management and operation services
- Computer systems or data process facilities support services

### **FA4: NAICS 541519- OTHER COMPUTER RELATED SERVICES**

This U.S. industry comprises establishments primarily engaged in providing computer related services (except custom programming, systems integration design, and facilities management services). Establishments providing computer disaster recovery services or software installation services are included in this industry.

- Computer disaster recovery services
- Computer software installation services

## **4. IT SERVICES-BASED SOLUTIONS**

**4.1.** IT services-based solutions may include work that, on its own, might not be considered IT. That work is characterized as “Ancillary Support”. Ancillary Support can be structured in Orders consistent with the overall Order type, or as part of a hybrid Order type approach, consistent with the Pricing section guidance. OCOs clearly express the desired Order type(s) for Ancillary Support in Order RFQs and RFPs, and resulting Orders.

**4.2.** Ancillary Support can be categorized as Ancillary Services and Ancillary Equipment, as shown below:

- *Ancillary Services* (i.e. clerical support; training; construction, alteration and repair; telecommunications/wireless transport, additional labor categories, etc.) must be integral and necessary for the IT services-based solution
- *Ancillary Equipment* (hardware, software, software licenses, racks, mounts; etc.) may be purchased if integral and necessary for the IT services-based solution.

## **5. ANCILLARY TELECOMMUNICATIONS/WIRELESS**

**5.1.** Telecommunications, wireless, and satellite products and services may be purchased as part of an overall IT services-based solution. The sole purpose of a requirement may not be for a commodity (land mobile radios) or transport services or wireless connectivity.

## **6. ADDITIONAL LABOR CATEGORIES FOR T&M AND LH ORDERS**

**6.1.** The existing T&M and LH labor categories on STARS II are very robust, and were written without minimum education and experience requirements consistent with FAR 39.104, preferring instead to focus on competencies and responsibilities. OCOs may consider additional labor categories for T&M and LH Orders when deemed necessary to provide IT services or an IT services-based solution. OCOs should perform due diligence in determining if a STARS II contractor's opinion that unique labor categories are required/that existing STARS II labor categories don't suffice is meritorious before considering additional T&M or LH labor categories. Additional labor categories would need to bring to bear skill sets that are so specialized or rare that they are not already encompassed in any existing Basic Contract labor category. The OCO will negotiate a fair and reasonable labor rate with the Contractor for the applicable Order consistent with the Order type, or as part of a hybrid Order type approach, consistent with the Pricing section guidance.

**6.2.** The OCO shall vet additional labor categories with SCA and DB considerations, and, where applicable, address SCA and DB requirements consistent with the Pricing section guidance.

### **III. CONTRACT ADMINISTRATION**

#### **1. GENERAL**

**1.1.** This section provides guidance regarding contract administration for the Basic Contract, and where applicable, for each Order placed under the Basic Contract. Additional contract administration requirements may be specified in each Order. Costs associated with these requirements shall not be billed as a direct cost to the Government.

#### **2. AUTHORIZED USERS**

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

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

#### **3. ROLES AND RESPONSIBILITIES**

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

#### **4. PROCURING CONTRACTING OFFICER (PCO)**

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

#### **5. ADMINISTRATIVE CONTRACTING OFFICER (ACO)**

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

## **6. ORDERING CONTRACTING OFFICER (OCO)**

**6.1.** Only an authorized user, who is a delegated OCO, may place and administer an Order under the Basic Contract. Upon request, the OCO for any specific Order may provide a copy of the applicable DPA.

**6.2.** The OCO for each Order is the sole and exclusive Government official with actual authority to take actions which may bind the Government for that Order.

## **7. CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

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

## **8. INDUSTRIAL OPERATIONS ANALYST (IOA)**

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

## **9. MARKETING**

**9.1.** Contractors shall develop company specific 8(a) STARS II GWAC brochures for distribution at trade shows, conferences, seminars, etc. All marketing and promotional materials, including information on the contractor webpage must be approved by the ACO prior to distribution and may be co-branded with marks owned or licensed by the Contractor and GSA, as long as they comply with GSA Star Mark guidelines which can be found at [www.gsa.gov/logos](http://www.gsa.gov/logos).

**9.2.** Contractors shall develop and distribute printed materials to enhance awareness of the 8(a) STARS II Contract. Contractors shall participate in various conferences and trade shows hosted by GSA to facilitate outreach efforts for federal agency customers and to aid in the marketing of 8(a) STARS II.

## **10. ORDER LEVEL PROTEST**

**10.1.** In accordance with National Defense Authorization Act (NDAA) 2008, no protest under **\$10,000,000** is authorized in connection with the issuance or

proposed issuance of an order under a Task-Order Contract or Delivery-Order Contract, except for a protest on the grounds that the order increases the scope, period of performance, or maximum value of the Contract consistent with FAR 16.505.(a)(9) that predates NDAA 2008.

**10.2.** In accordance with the NDAA 2008, the Comptroller General of the United States has exclusive jurisdiction over any protests greater than **\$10,000,000**.

## **11. OMBUDSMAN**

**11.1.** In accordance with FAR 16.5 disputes related to matters affecting order award may be directed to the designated Ombudsman. The GSA Ombudsman is a senior GSA official who is independent of the GSA PCO, ACOs or OCO.

**11.2.** The Office of the GSA Ombudsman is:

General Services Administration  
Special Assistant for Contracting Integrity, Office of Acquisition Policy  
(MV)  
1800 F STREET, NW – ROOM 4031  
WASHINGTON, DC 20405-0002  
PHONE: (202) 501-4770, FAX: (202) 501-1986

## **12. MEETINGS AND CONFERENCES**

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

## **13. BASIC CONTRACT POST-AWARD ORIENTATION**

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

## **14. CONTRACTOR PERFORMANCE SYSTEM**

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

**14.2.** Contractors are required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the customer agency policy. Contractor “view” access to PPIRS is gained through the Central Contractor Registration (CCR) ([www.ccr.gov](http://www.ccr.gov)) process. Contractors must be registered in CCR and must have created a Marketing Partner

Identification Number (MPIN) in the CCR profile to access their PPIRS information.

## **15. SUBCONTRACTING CONSIDERATIONS**

**15.1.** There are two related considerations that take center stage. The first is the Limitations on Subcontracting, and the second is what is known as Pass Throughs. All STARS II prime contractors are responsible for managing the workload mix being performed under their contract(s) and Orders.

**15.2.** In accordance with the 13 CFR 125.6, and associated FAR Clause 52.219-14, a small business concern contracting for services will perform at least 50 percent of cost of the contract incurred for personnel with its own employees. Similarly, STARS II prime contractors are expected to perform a meaningful amount of work/add significant readily-identifiable value on each Order to prevent pass-through situations. This is an area of increasing regulation, as evidenced by the DoD interim rule for pass throughs cited in GAO report GAO-08-269, January 25, 2008, and as identified in Section 866 of the Duncan Hunter National Defense Authorization Act of 2009, P.L. 110-417 (“DHNDAA” or “NDAA 2009”).

**15.3.** It is a best practice for OCOs to require industry partners to disclose the amount of work they intend to perform with their own resources in Order RFQs and RFPs. OCOs may require Order invoice level subcontracting reporting should they wish to monitor these matters closely during Order performance. A good rule of thumb at the Order level is for the small business prime contractor to be expected to perform approximately 50% or more of the work itself, or to follow specific customer agency standards (such as those promulgated in DoD’s interim rule cited above).

**15.4.** It is reasonable and routine that on larger tasks small business prime contractors may manage capacity building through subcontracting with other small business firms and other than small business firms to provide scalability in the early stages of performance. It is reasonable to consider the total prospective life cycle of an order, including option periods, when evaluating how much work the prime plans to perform for a given task order. OCOs may request a well-defined plan from 8(a) prime contractors to facilitate this review, and may qualitatively evaluate such plans during task order source selection if they establish that in their task order solicitations.

**15.5.** Consent to subcontract pursuant to FAR 44.2 is applicable on an ad hoc basis at the Order level. OCOs may require subcontractor responsibility determinations of prospective subcontractors per FAR 9.103 and 9.104-1. Consent to subcontract is not required at the Basic Contract level.

## **16. SUBCONTRACT REPORTING**

**16.1.** Prime contractors shall follow the subcontracting reporting process

established for 8(a) certified firms at 13 CFR 124.510. Contractors shall maintain up-to-date records concerning subcontracting costs and shall submit the standardized report found on the 8(a) STARS II website semi-annually (using the contract year) no later than 30 calendar days after each six-month reporting period (RP). The first RP will begin on the effective date of the notice to proceed. GSA is considering further automation of subcontract reporting and contractors are required to switch to that reporting method once it is implemented.

**16.2.** The completed report shall be submitted to the Small Business GWAC Center by one of the following means:

Mail

Small Business GWAC Center  
ATTN: 8(a) STARS II  
1500 E. Bannister Road  
Room 1076  
Kansas City, MO 64131

email

[s2@gsa.gov](mailto:s2@gsa.gov)

Fax

816.823.1608

**16.3.** Contract options for contractors not in full compliance with FAR 52.219-14 may not be exercised. Willful failure or refusal to furnish the required reports, or gross negligence in managing the subcontracting limitation, or falsification of reports constitutes sufficient grounds to terminate the Contractor for Cause.

## **17. ORDERING PROCEDURES**

**17.1.** Any services, and ancillary services or equipment, to be furnished under this contract will be ordered by issuance of written orders. Oral orders are not authorized. An order specifies and authorized the work to be performed by the Contractor. The order will include pricing and a statement of work. All orders must cite the primary NAICS code and the appropriate FA. Orders may only be issued from date of contractor notice to proceed through contract expiration.

**17.2.** Ordering procedures must comply with the following:

(a) FAR 19.8 for directed orders or FAR 16.505 (for DoD customer agencies refer to DFARS 216.505-70) for orders subject to fair opportunity to be considered;

(b) Orders are not exempt from the development of acquisition plans (see FAR 7.1), and an information technology acquisition strategy; (see FAR 39). OCOs follow customer agency processes for planning and funding the order requirements, gaining any necessary approvals and documenting the procurement

(c) The OCO shall include the evaluation procedures in task order solicitations and establish the time frame for responding to task order

solicitations, giving Offerors a reasonable proposal preparation time while taking into account the unique requirements and circumstances of the effort;

(d) Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Basic Contract;

(e) Contractor due diligence, preparation, presentation, and discussion of the Offeror's proposal in response to a task order solicitation will be at no direct cost to the Government; and

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

## **18. FAIR OPPORTUNITY**

**18.1.** OCOs must follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2) with issuing a task order that exceeds the 8(a) competition threshold. DoD guidance on the above is contained at DFARS 216.505-70.

**18.2.** FAR 16.505(b)(1) provides that each contractor shall be given a Fair Opportunity to be considered for each order exceeding the 8(a) competition threshold. The method to obtain fair opportunity is at the discretion of the OCO, and it must be documented. The OCO is responsible for completing and documenting price reasonableness according order type(s).

**18.3.** In accordance with the National Defense Authorization Act (NDAA) of 2008, for task or delivery orders in excess of **\$5,000,000**, the contracting agency's obligation to provide "a fair opportunity to be considered" is not met unless "all contractors" are provided the following (at a minimum):

- 1) a notice of the order that includes a clear statement of the agency's requirements
- 2) a reasonable period of time to provide a proposal in response to the notice
- 3) disclosure of the significant factors and subfactors, including cost or price, which the agency expects to consider in evaluating such proposals, and their relative importance

4) in the case of an award that is to be made on a best-value basis, a written statement documenting the basis for the award and the relative importance of quality and price or cost factors; and

5) an opportunity for a post-award debriefing if timely requested

**18.4.** The Government may disseminate RFI/RFQ/RFPs via e-mail, facsimile, GSA's e-Buy at [www.gsa.gov/ebuy](http://www.gsa.gov/ebuy), commercial mail carrier or other electronic means as prescribed by the OCO's agency. Solicitation synopsis in FedBizOpps is not required or recommended under indefinite-delivery contracts. The use of any one of the preceding mediums to broadcast an RFQ/RFP notice to all contract holders satisfies the Fair Opportunity to be considered notification requirement.

## **19. CANCELLATION OF REQUIREMENT**

**19.1.** Canceling a task order solicitation is at the discretion of the OCO and may be necessary when:

- (a) Services are no longer required, or are significantly changed;
- (b) All offers received are at unreasonable prices, or only one offer is received and the contracting officer cannot determine the reasonableness of the price; or
- (c) For other reasons, cancellation is clearly in the government's interest.

## **20. DIRECTED ORDERS**

**20.1.** In accordance with Section 8(a) of the Small Business Act and FAR 19.8, Orders may be awarded on a directed, a/k/a sole source, basis up to the 8(a) competition threshold based on the contractor's self-marketing efforts or past performance. The OCO shall make a determination of price reasonableness and have the authority to make award decisions for each order.

## **21. ORDER INFORMATION**

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

- (a) Date of Order;
- (b) Contract Number and Order Number;
- (c) Order Type;
- (d) Contract Line Item Numbers; Travel (if any), Materials (if any); Contract Access Fee (CAF) if requested by the OCO; Fixed Price, or Ceiling Price

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

## **22. CONTRACTOR ADMINISTRATIVE REPORTING**

**22.1.** The following defines the administrative reporting requirements under the Basic Contract. All reporting data shall be reported using the GWAC Management Module in ITSS or any other process prescribed by GSA. The types of reporting data required are as follows:

**22.2.** The types of reporting data required are as follows:

- Order Award/Modification Data
- Invoice Data
- CAF Payment Data

**22.3.** Order Award/Modification Data – The contractor shall report all Orders and modifications within 30 calendar days of order acceptance/award. Data includes, but is not limited to:

- (1) Contractor Name
- (2) Basic Contract Number
- (3) Order Number
- (4) Award/Modification Date
- (5) Award/Modification Total Estimated Value
- (6) Award/Modification Obligated Amount
- (7) Period of Performance
- (8) Order Type(s)
- (9) Issuing OCO
- (10) Customer Agency
- (11) Performance-based (Yes/No)
- (12) Use of non-standard/specialized labor categories

**22.4.** Invoice Data – The contractor shall report all invoicing activity within 60 calendar days of performance acceptance by the customer. Invoice data includes, but is not limited to:

- (1) Contractor Name

- (2) Basic Contract Number
- (3) Order Number
- (4) Contractor Invoice Number
- (5) Total Invoiced Amount including CAF
- (6) Date Issued

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

**22.6.** CAF Payment Data – The contractor shall report CAF payment data within 14 calendar days following each monetary transfer. CAF payment data includes, but is not limited to:

- (1) Total Remitted Amount
- (2) Remit Date
- (3) Transfer Confirmation Number
- (4) Amount applied to each Task Order Number (for the reported payment) The Contractor shall convert all currency to U.S. dollars using the “Treasury Reporting Rates of Exchange,” issued by the U.S. Department of Treasury, Financial Management Service.

**22.7.** The Contract Access Fee (CAF) reimburses GSA for the cost of operating the 8(a) STARS II GWAC. The CAF is calculated as  $\frac{3}{4}$  of a percent (i.e. 0.0075) applied to all prices/costs for contractor performance billed to the Government.

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

**22.9.** The CAF percentage is set at the discretion of GSA and GSA maintains the unilateral right to change the percentage at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change.

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

**22.11.** All CAF payments must be remitted via Automated Clearing House (ACH) or check.

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

## **23. ORDER CLOSE-OUT**

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

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

## **24. ANNUAL ORDER REPORT**

**24.1.** The Contractor shall submit annually the Annual Order Report to the STARS II ACO at [s2@gsa.gov](mailto:s2@gsa.gov) and to their servicing SBA district office, due 30 calendar days after the anniversary date of the Basic Contract notice to proceed, and thereafter annually until all Orders are accounted for. This report shall include a list of all active Orders within the reporting period and will include, but not be limited to:

- (1) Order Number
- (2) Order Type
- (3) OCO Point of Contact
- (4) OCO Email
- (5) Period of Performance
- (6) Order Value
- (7) Cumulative Invoiced Amount
- (8) De-obligated Amount
- (9) Total CAF Amount Paid
- (10) CAF Balance Owed
- (11) Issues

**24.2.** The report will also include identification of completed orders including, but not limited to the following data:

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

## **25. BASIC CONTRACT SIZE RE-REPRESENTATION**

**25.1.** GSA intends to implement FAR 52.219-28 and the associated regulatory framework (SBA Final Rule 11/15/2006, FAR Final Rule 4/20/2009.) Accordingly, there are numerous scenarios to consider. For example, if a firm is no longer small as a result of organic growth as an 8(a) company and has not undergone a merger or acquisition, with or without a novation, GSA would consider allowing the firm to retain their STARS II contract pursuant to the 8(a) program framework which permits this.

**25.2.** A second example is if a firm has been through a merger or acquisition with a non-8(a) organization, with or without a novation, and is no longer a small business concern. That firm has responsibilities to coordinate with the SBA regarding continued 8(a) eligibility. In such an instance, GSA would request SBA to render an 8(a) eligibility determination for the new organization. SBA's determination would determine continued eligibility under STARS II.

## **26. ORDER SIZE RE-REPRESENTATION**

**26.1.** OCOs have the discretion to require a re-representation of the prime contractor's size status as a condition of order award. Mere inclusion of a NAICS code in a task order solicitation does not amount to an order-level size re-representation. It is commonplace for a NAICS code and size standard to be listed in a task order solicitation and that doesn't explicitly indicate that an order level size re-representation is a solicitation requirement. If an OCO intends to require an order level size re-representation as a condition of order award, they should explicitly make that assertion in the task order solicitation by stating that "Only currently small businesses will be eligible for order award". STARS II prime contractors encountering a NAICS code and size standard in a task order solicitation should look ask the OCO to clarify their intent.

## **27. DELEGATION OF PROCUREMENT AUTHORITY**

**27.1.** Federal buyers who wish to use STARS II must receive and will benefit from STARS II contract overview training leading to a written Delegation of Procurement Authority ("DPA or "delegation"). A written DPA authorizes warranted contracting officers to become Ordering Contracting Officers (OCOs), and is required **prior** to awarding and for administering Orders.

**27.2.** The OCO training and written delegation requirement are beneficial because they provide a clear set of roles and responsibilities between the Basic Contract Contracting Officer(s) and OCOs, making it good for all stakeholders. The training and DPA arise out of GSA's obligations to the Office of Management and Budget, are consistent with Section 865 of the Duncan Hunter National Defense Authorization Act of 2009, P.L. 110-417 ("DHNDAA" or "NDAA 2009") and are in-line with the related recommendation of the Acquisition Advisory

Panel/SARA Panel (authorized by Section 1423 of the Services Acquisition Reform Act of 2003).

**27.3.** While delegation can only be granted to warranted Contracting Officers, all individuals (i.e. project managers, program officials, etc.) involved with a task order are encouraged to participate in the training.

**27.4.** No work may be performed; no debt or obligation accrued and no payment may be made except as authorized by a bona-fide written order signed by an OCO having a written STARS II DPA.

## **IV. CONTRACT REQUIREMENTS**

### **1. CONTRACT MANAGER**

**1.1.** The Contractor shall identify the person selected to fill the role of the Contractor's Contract Manager for the Basic Contract. This individual shall represent the Contractor as a point-of-contact for the ACO to help resolve issues and perform other functions that may arise relating to the Basic Contract and Orders under the Basic Contract. The Contractor shall ensure that the ACO has current point-of-contact information for the Contract Manager. All costs associated with the Contract Manager shall be at no direct cost to the Government.

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

- (a) Advising and assisting STARS II customers regarding the technical scope of the Basic Contract and the overall attributes of the STARS II GWAC;
- (b) Providing all reporting information required under the Basic Contract accurately, thoroughly and timely;
- (c) Resolving issues related to Order performance under the Basic Contract;
- (d) Attending meetings and conferences as necessary; and
- (e) Establishing a contractor group email account for 8(a) STARS II contract communications.

### **2. CONTRACTOR TRAINING**

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

### **3. GOVERNMENT PROPERTY**

**3.1.** Any equipment, property, or facilities furnished by the Government or any Contractor-acquired property must be specified on individual Orders and follow the policies and procedures of FAR Part 45 for providing Government property to

Contractors, Contractors' use and management of Government property, and reporting redistributing and disposing of Contractor inventory.

#### **4. LEASING OF REAL AND PERSONAL PROPERTY**

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

(a) The Government be deemed to have privity-of-contract with the owner/lessor of the leased items; or

(b) The Government be held liable for early termination/cancellation damages if the Government decides not to exercise an Option period under an Order unless the Contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of its Proposal and the OCO for the Order has specifically approved/allowed such damages as part of the Award. The STARS II Basic Contract strictly prohibits the use of lease-like payment arrangements, which purport to permit the Government to receive delivery of items and then pay for the full cost of the items over time, even if such arrangements are not technically a lease transaction because the Government is not the lessee.

**4.2.** Also see related material in the Pricing Section.

#### **5. PERMITS**

**5.1.** Except as otherwise provided in an individual Order, the Contractor shall, without direct cost to the Government, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits; for complying with any applicable Federal, national, state, and municipal laws, codes, and regulations; and any applicable foreign work permits, authorizations, etc., and/or visas in connection with the performance of any applicable Order issued under the Basic Contract.

#### **6. SECURITY CONSIDERATIONS**

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

(NIACAP) NSTISSI-1000. The basic contract's pre-established labor categories and associated ceiling prices cover work at the Secret level..

## **7. HOMELAND SECURITY PRESIDENTIAL DIRECTIVES-12 (HSPD-12)**

**7.1.** The Contractor shall comply with agency personal identity verification procedures identified in individual Orders that implement Homeland Security Presidential Directives-12 (HSPD-12); OMB guidance M-05-24; Federal Information Processing Standards Publication (FIPS PUB) number 201; and GSA HSPD-12, Personal Identity Verification- I, Standard Operating Procedure (SOP). The basic contract's pre-established labor categories and associated ceiling prices cover work at the Secret level, which may obviate the need for additional HSPD-12 coverage and/or expense – a matter OCOs can determine for each task order opportunity.

**7.2.** Contractors should look to task order solicitations for guidance on whether or not the customer agency will pay for the HSPD-12 investigation or if the contractor is expected to pay the cost of the investigation. OCOs may require contractor personnel to be HSPD-12 compliant as a condition of order award.

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

## **8. INFORMATION ASSURANCE (IA)**

**8.1.** Information Assurance (IA) capabilities and actions protect and defend network availability, protect data integrity and provide the ability to implement effective computer network defense. As stipulated in individual Orders, the Contractor shall provide cost effective, timely and proactive IA measures and controls including any required documentation. Corrective actions shall be established and implemented to mitigate risks before exploitation and to protect against vulnerabilities and threats once they have been identified. Innovative approaches and best business practices are to be established and utilized for information system security. In addition to HSPD-12, the Contractor shall comply with agency specific information assurance requirements. These requirements may include, but are not limited to: personnel security clearances/background checks; operations--security risk assessments, vulnerability of management processes and plans, installation/configuration of IA compliance documentation; and defense of the environment-- including hardware & software, the networks, and supporting infrastructure, as dictated by the nature of the information (classified/unclassified) and associated risk.

**8.2.** The Contractor shall report Foreign Interests at the prime and subcontract levels as required by the individual Order. The contractor shall provide access to the Contractor's facilities, personnel and documents for the purposes of audit or

inspection by an authorized Inspector General (IG) or designated security certification activity to ensure appropriate IA practices are in place. Additional IA information is available at <http://www.dss.mil/infoas/>.

## **9. SECURITY CLEARANCES**

**9.1.** The basic contract's pre-established labor categories and associated ceiling prices cover work at the Secret level.

**9.2.** Individual Orders may require security clearances. Only those Offerors that meet the required security clearance levels on individual Orders shall be able to compete for task orders requiring security clearance(s). When classified work is required on an individual Order, the Contract Security Classification Specification, (DD Form 254 or agency equivalent) will be issued to the Contractor by the requiring agency. The DD Form 254 is available at the following site:

<http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo51.html>.

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

## **10. ORGANIZATIONAL CONFLICT OF INTEREST**

**10.1.** The guidelines and procedures of FAR 9.5 will be used in identifying and resolving any issues of organizational conflict of interest at the Order level. In the event that an Order requires activity that would create an actual or potential conflict of interest, the Contractor shall identify the potential or actual conflict to the OCO for review per FAR 9.5.

## **11. ELECTRONIC PRODUCTS ENVIRONMENTAL ASSESSMENT TOOL**

**11.1.** If electronic hardware is procured in an individual Order under the Basic Contract, GSA encourages Contractors to participate in and to utilize the Electronic Products Environmental Assessment Tool (EPEAT). See related FAR clause 52.223-16, found within FAR clause 52.212-5. EPEAT is a procurement tool designed to help institutional purchasers evaluate, compare, and select desktop computers, laptops, and monitors based upon their environmental attributes as specified in the consensus-based IEEE Standard for the Environmental Assessment of Personal Computer Products (1680).

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

	Non-EPEAT Registered Products	Bronze	Silver	Gold
Desktops				
Laptops				
Monitors				

## 12. ELECTRONIC ACCESS TO CONTRACT

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

## 13. CONTRACTOR WEBPAGE

**13.1.** The Contractor shall develop and maintain a current, publicly available webpage accessible via the Internet throughout the period of performance of the Basic Contract and the Contractor's Orders through close-out. The webpage shall be prominently located on the website where other Government contracts are listed. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide world-class professional support services under the Basic Contract. At a minimum, this webpage must include the following items:

- (a) the Basic Contract,
- (b) contractor DUNS number,
- (c) prompt payment terms,
- (d) contact information of Contractor's Program Manager,
- (e) a link to the contractor's CCR webpage, and
- (f) a link to the GSA STARS II website.

**13.2.** This webpage must conform to the relevant accessibility standards referenced in Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, Section 1194.22, Web-based Intranet and Internet Information and Applications.

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

**14.1.** All supplies and services delivered or performed shall comply with the applicable technical provisions of the Access Board found at 36 CFR 1194, parts B, C and D, as amended, or provide equivalent facilitation in order to ensure compliance with Section 508, as applicable. Contractors shall register with the Buy Accessible Data Center at [www.buyaccessible.gov](http://www.buyaccessible.gov) within sixty (60) calendar days of award of the Basic Contract. It is the Contractor's responsibility to keep their information current. For more information regarding Section 508 compliance, visit [www.section508.gov](http://www.section508.gov).

#### **15. INSURANCE**

**15.1.** In accordance with FAR 52.228-5, Insurance - Work on a Government Installation, and FAR 52.228-7, Insurance - Liability to Third Persons, insurance policies with the following types and minimum amounts shall be maintained through the Basic Contract and task order(s) period of performance. Proof of insurance shall be furnished to the OCO upon request:

(a) Worker's Compensation and Employer's Liability, specified at FAR 28.307-2(a) of not less than \$100,000 for each occurrence;

(b) General Liability, specified at FAR 28.307-2(b) of not less than \$500,000 for each occurrence;

(c) Automobile Liability, specified at FAR 28.307-2(c) of not less than \$200,000 per person and \$500,000 for each occurrence, and property damage liability insurance of not less than \$20,000 for each occurrence;

(d) Aircraft public and passenger liability, specified at FAR 28.307-2(d), when aircraft are used in connection with performing the contract, the OCO shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater;

(e) Vessel liability, specified at FAR 28.307-2(e), when contract performance involves the use of vessels, the OCO shall require, as

determined by the agency, vessel collision liability and protection and indemnity liability insurance.

## **16. OFF RAMP**

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

(a) Permitting such Contractor's STARS II Contract to expire instead of exercising the Option; or

(b) Implementing a termination for convenience (if applicable and only if such action is in the Government's best interest); or

(c) Implementing a termination for cause, if applicable; or

(d) Taking any other action which may be permitted under the STARS II Contract's terms and conditions.

**16.2.** Prior to exercising the option period, the Contractor will be required to re-represent business size status consistent with FAR 52.219-28 and the associated regulatory framework.

**16.3.** Constellation II awardees will be required to affirmatively demonstrate that they still maintain an active industry credential (one of those required for initial STARS II contract award) in order to be considered for the option period in Constellation II.

## **17. MINIMUM CONTRACT SALES**

**17.1.** Contractors awarded a STARS II contract are expected to meet a minimum contract sales (MCS) requirement during the Basic Contract base period. This will promote the success of STARS II by only considering exercising the Basic Contract option period of those awardees that have demonstrated a basic commitment to the STARS II GWAC. The MCS is \$100,000 in Order value for each awardee in Constellation I and \$250,000 in Order value for each awardee in Constellation II. If a contractor is an awardee in both Constellations, the MCS requirement will be that of Constellation II. If the contractor does not meet the applicable MCS requirement during the Basic Contract base period, the

Government simply will not consider exercising the contractor's Basic Contract option period. Again, the Government is prohibited from considering exercising the Basic Contract option period for contractors that fail to promote the success of STARS II by meeting the MCS.

## **18. ON RAMP**

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

## **19. OPEN SEASON PROCEDURES**

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

- (a) The open season solicitation is issued under then-applicable federal procurement law;
- (b) The open season solicitation identifies the total approximate number of new awards that the STARS II PCO intends to make. The STARS II PCO may decide to award more or fewer STARS II Contracts than the number anticipated in the solicitation depending upon the overall quality of the offers received;
- (c) Any Contractor that meets the eligibility requirements set forth in the open season solicitation submits a proposal in response to the solicitation; however, existing STARS II Contractors may not hold more than one STARS II Basic Contract at any time;
- (d) The award decision under any open season solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation;

(e) The terms and conditions of any resulting awards from a open season solicitation are materially identical to the existing version of the Basic Contract;

(f) The term for any such new awards from an open season solicitation is co-terminus with the existing term for all other STARS II Contractors, including the option period (if applicable);

(g) If awarded a STARS II Contract through the open season authority , any new STARS II Contractor is eligible to compete for task orders with the same rights and obligations as any other STARS II Contractor; and

(h) The award of any new STARS II Contract(s) does not increase the overall ceiling of the Basic Contract.

## **20. TECHNICAL REFRESHMENT**

**20.1.** After contract award, the Government may implement technical refreshment of the scope and/or the labor categories consistent with FAR 52.212-4 in order to improve performance or react to changes in technology.

## **21. ADDITIONAL FAR AND/OR AGENCY SPECIFIC PROVISIONS AND CLAUSES**

**21.1.** Additional FAR provisions and clauses that are complementary to the existing Basic Contract FAR provisions and clauses may be added at the task order level.

**21.2.** Provisions and clauses that supplement the FAR, which are prescribed and included in authorized agency acquisition regulations, may be added at the task order level so long as they are not inconsistent with the Basic Contract's terms and do not exceed its scope.

**21.3.** The OCO is responsible for clearly identifying the applicable provision and clause configuration in task order solicitations.

## **22. RIGHTS IN DATA**

**22.1.** There are multiple Rights in Data configurations possible. The OCO should ensure that the applicable Rights in Data configuration is clearly assigned to the task order solicitation. OCOs are reminded of their obligations under FAR 1.602-2.

## **23. CONTRACTOR PARTICIPATION IN WORK SCOPE QUALITY ASSURANCE**

**23.1.** Contract integrity is in the interest of all contracting parties. The Government will only be obligated for work that is in scope and ordered by an Ordering Contracting Officer holding a valid written GSA issued DPA. Contractors are at risk for work not in compliance with the preceding sentence. GSA's Small Business GWAC Center will be pleased to validate the DPA status of the contracting officer awarding a task order for the selected STARS II task order contractor.

<b>V. FAR PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE</b>					
<b>Number</b>	<b>Title</b>	<b>Date</b>	<b>FP</b>	<b>T&amp;M</b>	<b>LH</b>
52.201-1	DEFINITIONS	JUL 2004	X	X	X
52.203-3	GRATUITIES	APR 1984	X	X	X
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	X	X	X
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	X	X	X
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000	X	X	X
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008	X	X	X
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007	X	X	X
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006	X	X	X
52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS	JUN 2008	X	X	X
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	MAR 2009	X		
	ALTERNATE I	OCT 2008		X	X
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991	X	X	X
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991	X	X	X
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS	OCT 1997	X	X	X
	ALTERNATE I	OCT 1997	X	X	X
	ALTERNATE IV	OCT 1997	X	X	X
52.216-31	T&M/LH PROPOSAL REQUIREMENTS – COMMERCIAL ITEM ACQUISITION	FEB 2007		X	X
52.217-5	EVALUATION OF OPTIONS	JUL 1990	X	X	X
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997	X	X	X
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999	X	X	X
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003	X	X	X
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION	FEB 2009	X	X	X
52.222-49	SERVICE CONTRACT ACT – PLACE OF PERFORMANCE UNKNOWN	MAY 1989	X	X	X
52.222-52	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES – CERTIFICATION	NOV 2007	X	X	X
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003	X	X	X
52.223-10	WASTE REDUCTION PROGRAM	AUG 2000	X		
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984	X	X	X
52.224-2	PRIVACY ACT	APR 1984	X	X	X
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	X	X	X
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORT A DIPLOMATIC OR	MAY 2008	X	X	X

	CONSULAR MISSION OUTSIDE THE UNITED STATES				
52.227-14	RIGHTS IN DATA – GENERAL	DEC 2007	X	X	X
	ALTERNATE I	DEC 2007	X	X	X
	ALTERNATE II	DEC 2007	X	X	X
	ALTERNATE III	DEC 2007	X	X	X
	ALTERNATE IV	DEC 2007	X	X	X
52.227-17	RIGHTS IN DATA – SPECIAL WORKS	DEC 2007	X	X	X
52.227-18	RIGHTS IN DATA – EXISTING WORKS	DEC 2007	X	X	X
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007	X		
52.227-21	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT – MAJOR SYSTEMS	DEC 2007	X	X	X
52.227-22	MAJOR SYSTEMS – MINIMUM RIGHTS	JUN 1987	X	X	X
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987	X	X	X
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984	X	X	X
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION	JAN 1997	X		
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003	X	X	X
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	JUN 2003	X	X	X
52.232-1	PAYMENTS	APR 1984	X		
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB 2007		X	X
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002	X	X	X
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984	X	X	X
52.232-11	EXTRAS	APR 1984	X		
52.232-16	PROGRESS PAYMENTS	JUL 2009	X		
	ALTERNATE I	MAR 2000			
52.232-17	INTEREST	OCT 2008	X	X	X
52.232-18	AVAILABILITY OF FUNDS	APR 1984	X	X	X
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984	X		
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986	X	X	X
52.233-1	DISPUTES	JUL 2002	X	X	X
	ALTERNATE I	DEC 1991	X	X	X
52.234-4	EARNED VALUE MANAGEMENT SYSTEM	JUN 2006	X	X	X
52.237-1	SITE VISIT	APR 1984	X	X	X
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	X	X	X
52.237-3	CONTINUITY OF SERVICES	JAN 1991	X		
52.242-13	BANKRUPTCY	JUL 1995	X	X	X
52.242-14	SUSPENSION OF WORK	APR 1984	X		
52.242-15	STOP-WORK ORDER	AUG 1989	X		
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984	X		
52.244-2	SUBCONTRACTS	JUN 2007	X	X	X
52.245-1	GOVERNMENT PROPERTY	JUN 2007	X	X	X
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	JUN 2007	X	X	X
52.245-9	USE AND CHARGES	JUN 2007	X	X	X
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996	X		
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984	X		
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984	X		
52.253-1	COMPUTER GENERATED FORMS	JAN 1991	X	X	X

FAR references highlighted in yellow are provisions that are automatically applicable to task order solicitations. An OCO may waive one or more stated provisions that are not required by law by stating in writing the task order solicitation that the specific provision has been waived.

## VI. FAR FULL TEXT PROVISIONS AND CLAUSES

Number	Title	FP	T&M	LH
52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	X		
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	X	X	X
52.212-3	OFFER REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS	X	X	X
	ALTERNATE I	X	X	X
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS	X	X	X
52.216-1	TYPE OF CONTRACT	X	X	X
52.216-18	ORDERING	X	X	X
52.216-19	ORDER LIMITATIONS	X	X	X
52.216-22	INDEFINITE QUANTITY	X	X	X
52.217-8	OPTION TO EXTEND SERVICES	X	X	X
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	X	X	X
52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	X	X	X
52.219-17	SECTION 8(a) AWARD	X	X	X
52.219-18	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS	X	X	X
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	X	X	X
52.222-25	AFFIRMATIVE ACTION COMPLIANCE	X	X	X
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	X	X	X
52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION	X	X	X
52.227-15	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	X	X	X
52.234-2	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – PRE-AWARD IBR	X	X	X
52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	X	X	X
52.252-2	CLAUSES INCORPORATED BY REFERENCE	X	X	X

FAR references highlighted in yellow above are provisions. In order to respond to the STARS II solicitation, offerors shall complete and submit as part of their offer the provisions in this FAR Full Text Provisions And Clauses Section calling for representations and certifications. In addition, offerors are hereby notified that the same or similar provisions may be implemented by Ordering Contracting Officers as new representations and certifications for STARS II task order opportunities.

**52.203-2 Certificate of Independent Price Determination.**

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

**52.209-5 Certification Regarding Responsibility Matters.**

CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)

(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;

(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 paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 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 subsidiary, 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 dealings.

(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.

(End of provision)

### **52.212-3 Offeror Representations and Certifications—Commercial Items.**

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

#### OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUL 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) 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

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or

is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [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 Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

“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 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.

“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 service-disabled 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.

“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.

(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 posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database 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), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (n) 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 on ORCA.]*

(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.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *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.

(7) *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: \_\_\_\_\_

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it  is,  is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

**Number of Employees Average Annual Gross Revenues**

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less       |
| <input type="checkbox"/> 51–100      | <input type="checkbox"/> \$1,000,001–\$2 million   |
| <input type="checkbox"/> 101–250     | <input type="checkbox"/> \$2,000,001–\$3.5 million |
| <input type="checkbox"/> 251–500     | <input type="checkbox"/> \$3,500,001–\$5 million   |
| <input type="checkbox"/> 501–750     | <input type="checkbox"/> \$5,000,001–\$10 million  |
| <input type="checkbox"/> 751–1,000   | <input type="checkbox"/> \$10,000,001–\$17 million |

\_\_\_ Over 1,000                      \_\_\_ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR [52.219-25](#), *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii)  *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(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)(10)(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 \$100,000.) 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 Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—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 Act—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 Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—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, 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 Act—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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, 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 Act—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 Act—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 Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

_____
_____
_____

[List as necessary]

(3) *Buy American Act—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 Act—Free Trade Agreements—Israeli Trade Act”:  
Canadian or Israeli End Products:

**Line Item No.      Country of Origin**

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *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)(4)(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**

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 Act. 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)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) 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 \$3,000 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.*

<b>Listed End Product</b>	<b>Listed Countries of Origin</b>
_____	_____
_____	_____

(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 Act.* (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.*]

(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.

(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 Act 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 a central contractor registration database 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 it does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at [26 U.S.C. 7874](#) (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR [9.108](#)).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

*Alternate I (Apr 2002).* As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust

Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.**

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR  
EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUNE 2009)

(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) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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:

*[Contracting Officer check as appropriate.]*

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

- \_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).
- \_\_\_ (5) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).
- \_\_\_ (6) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_\_ (7) [Reserved]
- \_\_\_ (8)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-6](#).
- \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-6](#).
- \_\_\_ (9)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- X (10) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (11)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- X (12) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (13) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (14)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of [52.219-23](#).
- \_\_\_ (15) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

- (16) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (17) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- (18) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (19) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (20) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- (21) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (22) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (23) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (24) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- (25) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (26) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (27) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (28)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (29) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (30)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of [52.223-16](#).
- (31) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

\_\_\_ (32)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (Jan 2004) of [52.225-3](#).

\_\_\_ (iii) Alternate II (Jan 2004) of [52.225-3](#).

\_\_\_ (33) [52.225-5](#), Trade Agreements (JUNE 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

(34) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (35) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (36) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (37) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (38) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

(39) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

\_\_\_ (40) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

\_\_\_ (41) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).

(42) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

(43)(i) [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](#)).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(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:

[Contracting Officer check as appropriate.]

(1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

(3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

(4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

(5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

(8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).
- (vii) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).  
\_\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- (xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).
- (xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xiv) [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.

(End of clause)

*Alternate I (Feb 2000).* As prescribed in [12.301\(b\)\(4\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

**52.216-1 Type of Contract.**

TYPE OF CONTRACT (APR 1984)

The Government contemplates award of multiple IDIQ contracts to 8(a) certified firms that authorize FP, T&M, and LH task orders consistent with the existing version of FAR 19.804-6 resulting from this solicitation.

(End of provision)

**52.216-18 Ordering.**

ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from notice to proceed through end of five (5) year base period and end of five (5) year option, if exercised.

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

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

(End of clause)

**52.216-19 Order Limitations.**

ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of the \$500,000,000.00;

(2) Any order for a combination of items in excess of the remaining GWAC Ceiling value; or

(3) A series of orders from the same ordering office within three (3) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## **52.216-22 Indefinite Quantity.**

### INDEFINITE QUANTITY (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after three (3) years after the contract ordering period expiration.

(End of clause)

#### **52.217-8 Option to Extend Services.**

##### OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of clause)

#### **52.217-9 Option to Extend the Term of the Contract.**

##### 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 90 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 a ten (10) year contract ordering period.

(End of clause)

**52.219-1 Small Business Program Representations.**

SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is \$25 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(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 (b)(6)(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.

(c) *Definitions.* As used in this provision—

“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 service-disabled 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 the size standard in paragraph (a) of this provision.

“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 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.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

**52.219-17 Section 8(a) Award.**

SECTION 8(A) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended ([15 U.S.C. 637\(a\)](#)).

(2) Except for novation agreements and advance payments, delegates to the GSA Small Business GWAC Center the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the GSA Small Business GWAC Center Contracting Officer immediately upon notification by the subcontractor that the owner or owners

upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the GSA Small Business GWAC Center.

(End of clause)

#### **52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns.**

NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUNE 2003)

(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 to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The contract awardee will notify the GSA Small Business GWAC Center Contracting Officer in writing immediately upon entering an agreement (either

oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

**52.222-22 Previous Contracts and Compliance Reports.**

As prescribed in [22.810\(a\)\(2\)](#), insert the following provision:

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that—

- (a) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It  has,  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**52.222-25 Affirmative Action Compliance.**

AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that—

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees.**

NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES  
(DEC 2004)

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

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended ([45 U.S.C. 151-188](#))).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570

1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at  
<http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

**52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification.**

PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—  
CERTIFICATION (JUNE 2008)

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or

operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Person” means—

(1) A natural person, corporation, company, business association, partnership, society, trust, any other nongovernmental entity, organization, or group;

(2) [Any governmental entity or instrumentality of a government, including a multilateral development institution \(as defined in section 1701\(c\)\(3\) of the International Financial Institutions Act \(22 U.S.C. 262r\(c\)\(3\)\)](#); and

(3) Any successor, subunit, parent company or subsidiary of any entity described in paragraphs (1) or (2) of this definition.

“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 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.

(b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

**52.227-15 Representation of Limited Rights Data and Restricted Computer Software.**

REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE  
(DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at [52.227-14](#), Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at [52.227-16](#), if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at [52.227-14](#) included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]—

(1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

(2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

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(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

**52.234-2 Notice of Earned Value Management System - Pre-Award IBR.**

NOTICE OF EARNED VALUE MANAGEMENT SYSTEM - PRE-AWARD IBR (JULY 2006)

(a) The offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard - 748 (current version at time of solicitation).

(b) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.

(1) The plan shall—

(i) Describe the EVMS the offeror intends to use in performance of the contracts;

(ii) Distinguish between the offeror's existing management system and modifications proposed to meet the guidelines;

(iii) Describe the management system and its application in terms of the EVMS guidelines;

(iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and

(v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.

(2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(3) The Government will review and approve the offeror's plan for an EVMS before contract award.

(4) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard - 748 guidelines.

(c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected subject to the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

(d) The Government will conduct an Integrated Baseline Review (IBR), as designated by the agency, prior to contract award. The objective of the IBR is for the Government and the Contractor to jointly assess technical areas, such as the Contractor's planning, to ensure complete coverage of the contract requirements, logical scheduling of the work activities, adequate resources, methodologies for earned value (budgeted cost for work performed (BCWP)), and identification of inherent risks.

(End of provision)

**52.252-1 Solicitation Provisions Incorporated by Reference.**

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):

www.acquisition.gov

www.arnet.gov

(End of provision)

**52.252-2 Clauses Incorporated by Reference.**

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):

www.acquisition.gov

www.arnet.gov

(End of clause)

**VII. GSAM FULL TEXT PROVISION AND CLAUSES**

<b>Number</b>	<b>Title</b>
552.211-72	Reference to Specifications in Drawings
552.211-75	Preservation, Packaging and Packing
	Alternate I
552.211-77	Packing List
	Alternate I
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items
552.212-72	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items
552.217-71	Notice Regarding Option(s)
552.229-71	Federal Excise Tax – DC Government
552.232-70	Invoice Requirements
552.252-6	Authorized Deviations in Clauses

**552.211-72 Reference to Specifications in Drawings.**

REFERENCES TO SPECIFICATIONS IN DRAWINGS (FEB 1996)

If military or other drawings are made a part of this contract, any reference in the drawings to Federal specifications or standards will be considered to be a reference to the date of such Federal specification or standard identified in the contract. If the date of the Federal specification or standard is not identified in the contract, the edition, including revisions thereto, in effect on the date the solicitation is issued will apply.

(end of clause)

**552.211-75 Preservation, Packaging and Packing.**

PRESERVATION, PACKAGING, AND PACKING (FEB 1996)

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

(end of clause)

*Alternate 1 (May 2003).* Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

**552.211-77 Packing List.**

PACKING LIST (FEB 1996)

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

- (1) Name and address of the consignor;
- (2) Name and complete address of the consignee;
- (3) Government order or requisition number;
- (4) Government bill of lading number covering the shipment (if any); and

(5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

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

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

(end of clause)

*Alternate I (May 2003).*

(a) (3) Ordering activity order or requisition number;

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include:

- (1) Cardholder name and telephone number; and
- (2) The term "Credit Card."

**552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items.**

CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF  
COMMERCIAL ITEMS (JUL 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy 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.*

[552.237-70](#) Qualifications of Offerors

(b) *Clauses.*

[552.203-71](#) Restriction on Advertising

[552.211-73](#) Marking

[552.215-70](#) Examination of Records by GSA

[552.215-71](#) Examination of Records by GSA (Multiple Award Schedule)

[552.215-72](#) Price Adjustment—Failure to Provide Accurate Information

[552.219-70](#) Allocation of Orders—Partially Set-Aside Items

[552.228-70](#) Workers' Compensation Laws

[552.229-70](#) Federal, State, and Local Taxes

<input checked="" type="checkbox"/>	<a href="#">552.232-8</a>	Discounts for Prompt Payment
<input checked="" type="checkbox"/>	<a href="#">552.232-23</a>	Assignment of Claims
<input type="checkbox"/>	<a href="#">552.232-71</a>	Adjusting Payments
<input checked="" type="checkbox"/>	<a href="#">552.232-72</a>	Final Payment
<input checked="" type="checkbox"/>	<a href="#">552.232-73</a>	Availability of Funds
<input checked="" type="checkbox"/>	<a href="#">552.232-78</a>	Payment Information
<input type="checkbox"/>	<a href="#">552.237-71</a>	Qualifications of Employees
<input type="checkbox"/>	<a href="#">552.238-71</a>	Submission and Distribution of Authorized FSS Schedule Price List
<input type="checkbox"/>	<a href="#">552.238-74</a>	Industrial Funding Fee and Sales Reporting
<input type="checkbox"/>	<a href="#">552.238-75</a>	Price Reductions
<input type="checkbox"/>	<a href="#">552.242-70</a>	Status Report of Orders and Shipments
<input type="checkbox"/>	<a href="#">552.243-72</a>	Modifications (Multiple Award Schedule)
<input type="checkbox"/>	<a href="#">552.246-73</a>	Warranty—Multiple Award Schedule
<input type="checkbox"/>	<a href="#">552.246-76</a>	Warranty of Pesticides

*(end of clause)*

**552.212-72 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items.**

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR  
EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS  
(SEP 2003)

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

[552.238-70](#) Identification of Electronic Office Equipment Providing Accessibility for the Handicapped

[552.238-72](#) Identification of Products that have Environmental Attributes

*(end of clause)*

**552.217-71 Notice Regarding Option(s).**

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.

*(end of provision)*

**552.229-71 Federal Excise Tax—DC Government.**

FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

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

*(end of clause)*

**552.232-70 Invoice Requirements.**

INVOICE REQUIREMENTS (SEP 1999)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.
- (c) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract or order, the following information or documentation must be submitted with each invoice:

See *Contract Administration* Section for more information

*(end of clause)*

**552.252-6 Authorized Deviations in Clauses.**

AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)

(a) *Deviations to FAR clauses.*

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) *“Substantially the same as” clauses.* Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(end of clause)

**\*\*This order was only published electronically.**

GENERAL SERVICES ADMINISTRATION

Washington, DC 20405

ADM 4800.2E

January 3, 2000

GSA ORDER

SUBJECT: Eligibility to Use GSA Sources of Supply and Services

1. Purpose. This Order provides definitions and listings of agencies and other activities authorized to use GSA sources of supply and services. It also provides definitive guidelines concerning eligibility requirements.

2. Cancellation. ADM 4800.2D is canceled.

3. Background. Section 201 of the Federal Property and Administrative Services Act of 1949, as amended (the Property Act) authorizes the Administrator of General Services (Administrator) to procure and supply personal property and non-personal services for executive agencies and other Federal agencies, mixed-ownership Government corporations as identified in the Government Corporation Control Act, the District of Columbia, and qualified nonprofit agencies for the blind or other severely handicapped for use in making or providing an approved commodity or service to the Government. Other organizations may be eligible pursuant to other sections of the Property Act or by reason of enabling statutory authority.

4. Nature of revision. These revisions update the listings of organizations determined eligible to use GSA sources of supply and services.

5. Definition. GSA sources of supply and services are defined as those support programs administered by GSA and prescribed in the Federal Property Management Regulations (FPMR), 41 CFR Parts 101-26-- Procurement Sources and Programs, 101-35--Telecommunications, 101-39--Interagency Fleet Management Systems (GSA Fleet), 101-40-- Transportation and Traffic Management, 101-42 through 101-46, 101-48, and 101-49, Utilization and Disposal Programs, and in the Federal Travel Regulation, 41 CFR Part 301-73, Travel Programs. Note: GSA is in the process of recodifying the FPMR in the Federal Management Regulation (FMR) at 41 CFR Chapter 102.

6. Authority to use GSA sources of supply and services. The authority to use GSA sources of supply and services is established by statute (see par. 7) or regulation.

7. Eligible activities. Organizations are eligible to use GSA sources of supply and services pursuant to the Property Act or other statutory authority. Please note that although an organization may be eligible to

use GSA sources of supply, particular sources may not be accessible. In some cases, as resources or assets may not be available (especially in the case of the GSA Fleet), it may not be practical for GSA to make certain sources of supply available, or the contract(s) for the requested commodity or service may not permit participation by certain otherwise eligible organizations. Also, some organizations may be eligible to use only specific GSA sources of supply or services.

a. Executive agencies. Subsections 201(a) and 211(b) of the Property Act provide for executive agencies' use of GSA sources of supply and services. Executive agencies, as defined in subsection 3(a) of the Property Act, are:

(1) Executive departments. These are the cabinet departments defined in 5 U.S.C. 101 and are listed in App. A.

(2) Wholly owned Government corporations. These are defined in 31 U.S.C. 9101 and are listed in App. A.

(3) Independent establishments in the executive branch of the Government. These are generally defined by 5 U.S.C. 104. However, it is often necessary to consult specific statutes, legislative histories, and other references to determine whether a particular establishment is within the executive branch. To the extent that GSA has made such determinations, the organizations qualifying under this authority are listed in App. A.

b. Other Federal agencies, mixed-ownership Government corporations, the District of Columbia, and qualified nonprofit agencies for the blind or other severely handicapped for use in making or providing an approved commodity or service to the Government. Subsection 201(b) of the Property Act authorizes the Administrator to provide GSA sources of supply and services to these organizations upon request. Subsection 211(b) authorizes the Administrator to provide motorpool/GSA Fleet vehicles and related services to Federal agencies, mixed-ownership Government corporations, and the District of Columbia.

(1) Other Federal agencies. These are Federal agencies defined in subsection 3(b) of the Property Act that are not in the executive branch of the Government, i.e., any establishment in the legislative or judicial branch of the Government (except the Senate, the House of Representatives, and the Architect of the Capitol and any activities under his direction). To the extent that GSA has made such determinations, the organizations qualifying under this authority are listed in App. B.

(2) Mixed-ownership Government corporations. These are identified in 31 U.S.C. 9101. They are listed in App. B.

(3) District of Columbia. The Government of the District of Columbia is eligible to use GSA sources of supply and services. The Government of the District of Columbia and those parts thereof that have been determined eligible to use GSA sources of supply and services are listed in App. B.

c. The Senate, the House of Representatives, and activities under the direction of the Architect of the Capitol. These organizations are eligible to use GSA sources of supply and services under subsection 602(e) of the Property Act, upon request. To the extent that GSA has determined that various activities qualify under this authority, they are listed in App. B.

d. Other organizations authorized under the authority of the Property Act. GSA has further determined under the Property Act that certain other types of organizations are eligible to use its sources of supply and services.

(1) Cost-reimbursement contractors (and sub-contractors) as properly authorized. Under section 201 of the Federal Property and Administrative Services Act of 1949, as amended, the Administrator determined that in order to promote greater economy and efficiency in Government procurement programs, contractors performing cost-reimbursement type contracts or other types of negotiated contracts, when the agency determines that a substantial dollar portion is of a cost-reimbursement nature, may be authorized to use GSA sources of supply. This authorization is reflected in Part 51 of the Federal Acquisition Regulation (FAR), which provides that agencies may authorize certain contractors (generally cost-reimbursement contractors) to use GSA sources of supply. In each case, the written authorization must conform to the requirements of FAR Part 51, Use of Government Sources by Contractors. Contractors are **not** eligible to obtain GSA contract airfares.

(2) Cost-reimbursement or fixed price contractors' use of GSA Fleet vehicles. Subpart 51.2 of the FAR states that, if it is in the Government's interest, a contracting officer may authorize a cost-reimbursement contractor to obtain, for official purposes only, GSA Fleet vehicles and related services. The FAR also states that Government contractors shall not be authorized to use GSA Fleet vehicles and related services for use in performance of any contract other than a cost-reimbursement contract, except as otherwise specifically approved by the Administrator. Accordingly, any request for use of GSA Fleet vehicles and related

services by other than a cost-reimbursement contractor must be requested by the agency contracting officer and approved by GSA.

(3) Fixed-price contractors (and sub-contractors) purchasing security equipment. Under subsection 201(a) of the Property Act, the Administrator has determined that fixed-price contractors and lower-tier sub-contractors who are required to maintain custody of security classified records and information may purchase security equipment from GSA. Procedures for such acquisitions are set forth in FPMR 101-26.507.

(4) Non-Federal firefighting organizations cooperating with the Forest Service. Under section 201 of the Property Act, it has been determined that certain non-Federal firefighting organizations may purchase wildfire suppression equipment and supplies from the Federal Supply Service (FSS) (Article V, Agreement No. FSS 87-1, May 26, 1987).

(5) Tribes and Tribal Organizations. As provided in section 102(13) of Pub. L. 103-413 (the Indian Self-Determination Act Amendments of 1994), a tribal organization, when carrying out a contract, grant or cooperative agreement under the Indian Self-Determination and Education Assistance Act, is deemed an executive agency for purposes of subsection 201(a) of the Property Act. (25 U.S.C. § 450j(k)). Additionally, if the self-determination contract contains a provision authorizing interagency motorpool vehicles and related services, as provided in section 103 of the Indian Self-Determination Act Amendments of 1994, the tribe or tribal organization is eligible to use GSA Fleet vehicles and related services, if available. (25 U.S.C. § 4501) (Authorization to use GSA sources of supply under the authority cited in this paragraph does not include purchases for resale unless the contract, grant, cooperative agreement, or funding agreement authorizes such activity. Information on the authority for resale must be provided to GSA, and based on that information, GSA must concur.)

e. Other statutes. Other statutes authorize specific organizations to use GSA sources of supply and services. The organizations that have had eligibility reviews conducted and that have been determined eligible to use GSA sources of supply are listed in App. B or App. C, as appropriate. The major categories of such organizations include:

(1) Certain institutions. Pursuant to Pub. L. 95-355, the following activities are eligible to use GSA sources of supply and services and are listed in App. B:

- (a) Howard University
- (b) Gallaudet University
- (c) National Technical Institute for the Deaf, and

(d) American Printing House for the Blind.

(2) Insular governments. As provided in section 302 of Pub. L. 102-247, (the Omnibus Insular Areas Act of 1992), the governments of American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands are eligible to use GSA sources of supply and services (48 U.S.C. § 1469e). These governments are listed in App. B.

(3) Entities authorized under the Foreign Assistance Act. Section 607 of the Foreign Assistance Act of 1961, as amended, 22 U.S.C. 2357, provides that the President may authorize friendly countries, international organizations, the American Red Cross, and voluntary nonprofit relief agencies to use GSA sources of supply and services when determined consistent with and in furtherance of the international development goals of the Foreign Assistance Act. Entities determined eligible under this authority are included in App. C. Purchases made by such entities through GSA sources of supply and services must be for civilian use only.

(4) Non-appropriated fund activities. FPMR 101-26.000 provides that military commissaries and non-appropriated fund activities may use GSA sources of supply and services for their own use, not for resale, unless otherwise authorized by the individual Federal agency and concurred in by GSA.

8. Ineligible activities. Except for the acquisition of excess personal property through sponsoring agencies, Federal grantees are ineligible to use GSA sources of supply and services. In addition, a cost reimbursement contractor cannot transfer procurement authorization to a third party leasing company to use GSA sources of supply and services, unless the leasing company has an independent authorization to use GSA contracts.

9. Travel. Activities or organizations seeking to use GSA sources of supply and services for travel/transportation related services must obtain a separate determination for the requested service(s). This is necessary to determine whether or not the requesting entity is eligible under the language of the specific contract(s); e.g., travel management center services, travel charge card services, and air passenger transportation.

10. Excess, surplus, and forfeited property. The eligibility of activities and organizations to obtain supplies and services through GSA's personal property utilization and disposal programs is governed by FPMR Parts 101-42 through 101-46, 101-48, 101-49, and not by this order.

11. Determination of eligibility. Activities or organizations other than those covered in the appendixes to this order may be eligible to use GSA sources of supply and services. Activities or organizations requesting an eligibility determination should submit their request to the Office of Governmentwide Policy, Attention: Office of Acquisition Policy (MV).

DAVID J. BARRAM  
Administrator

**Appendix A. 1 Executive Agencies**

The following have been determined to be "executive agencies," or parts thereof, for the purpose of using GSA sources of supply and services. This list is not all-inclusive; other activities also may be eligible to use GSA sources, and GSA will rule on a case-by-case basis in response to requests received (see par. 11). Listed here are major Federal activities and their subordinate entities about which inquiries have been received.

African Development Foundation  
Agency for International Development  
Agriculture, Department of  
Air Force, Department of  
American Battle Monuments Commission  
Armed Forces Retirement Home  
Army Corp of Engineers  
Army, Department of  
Bonneville Power Administration  
Bureau of Land Management  
Central Intelligence Agency  
Christopher Columbus Fellowship Foundation  
Commerce, Department of  
Commission on Civil Rights  
Commission on Fine Arts  
Commodity Credit Corporation  
Commodity Futures Trading Commission  
Consumer Products Safety Commission  
Corporation for National Community Service  
Defense, Department of  
Defense agencies and Joint Service Schools  
Defense Nuclear Facilities Safety Board  
Education, Department of  
Energy, Department of  
Environmental Protection Agency

Equal Employment Opportunity Commission  
Executive Office of the President  
Export-Import Bank of U.S.  
Farm Credit Administration  
Federal Communications Commission  
Federal Election Commission  
Federal Maritime Commission  
Federal Trade Commission  
Forest Service, U.S.  
General Services Administration  
Government National Mortgage Association  
Harry S. Truman Scholarship Foundation  
Health and Human Services, Department of  
Homeland Security, Department of  
Housing and Urban Development, Department of  
Institute of Museum and Library Sciences  
Interagency Council on the Homeless  
Inter-American Foundation  
Interior, Department of the  
International Boundary and Water Commission, United States Section  
Justice, Department of  
Kennedy Center  
Labor, Department of  
Madison, James, Memorial Fellowship Foundation  
Merit Systems Protection Board  
Morris K. Udall Foundation  
National Aeronautics and Space Administration  
National Archives and Records Administration  
National Credit Union Administration (not individual credit unions)  
National Council on the Handicapped  
National Endowment for the Arts  
National Endowment for the Humanities  
National Labor Relations Board  
National Railroad Passenger Corp. (AMTRAK)  
National Science Foundation  
National Transportation Safety Board  
Navy, Department of  
Nuclear Regulatory Commission  
Nuclear Waste Technical Review Board  
Occupational Safety and Health Review Commission  
Office of Federal Housing Enterprise Oversight

Office of Personnel Management  
Office of Special Counsel  
Panama Canal Commission  
Peace Corps  
Pension Benefit Guaranty Corporation  
Postal Rate Commission  
Presidio Trust, the  
Railroad Retirement Board  
St. Elizabeths Hospital  
Securities and Exchange Commission  
Selective Service System  
Small Business Administration  
Smithsonian Institution  
Social Security Administration  
State, Department of  
Tennessee Valley Authority  
Trade and Development Agency  
Transportation, Department of  
Treasury, Department of  
U.S. Arms Control and Disarmament Agency  
U.S. Information Agency  
U.S. International Development Cooperation Agency  
U.S. International Trade Commission  
U.S. Postal Service  
Veterans Affairs, Department of

**Appendix B. 1 Other eligible users**

The following have been determined to be eligible to use GSA sources of supply and services, in addition to the organizations listed in appendixes A and C. An asterisk indicates that special limitations apply. This list is not all-inclusive; other activities also may be eligible to use GSA sources. GSA will rule upon eligibility on a case-by-case basis in response to requests received (see par. 11).

Administrative Conference of the U.S.  
Administrative Office of the U.S. Courts  
Advisory Commission on Intergovernmental Relations  
Advisory Committee on Federal Pay  
American Printing House for the Blind  
American Samoa, government of  
Architect of the Capitol  
Architectural and Transportation Barriers Compliance Board  
Bank for Cooperatives

Certain non-appropriated fund activities (generally, not for resale)  
Coast Guard Auxiliary (through the U.S. Coast Guard)  
Committee for Purchase from the Blind and other Severely  
Handicapped  
Contractors and subcontractors - cost reimbursement (as authorized by  
the applicable  
agency's contracting official)  
Contractors and subcontractors - fixed price (security equipment only  
when so authorized  
by the applicable agency's contracting official)  
Courts, Federal (not court reporters)  
Delaware River Basin Commission  
District of Columbia, Government of  
Farm Credit Banks  
Federal Deposit Insurance Corporation  
Federal Home Loan Banks  
Federal Intermediate Credit Bank  
Federal Land Bank  
Federal Reserve Board of Governors  
Firefighters, Non-Federal (as authorized by the Forest Service, U.S.  
Department of  
Agriculture)  
Gallaudet University  
Government Printing Office  
Guam, government of  
Harry S. Truman Scholarship Foundation  
House of Representatives, U.S.  
Howard University (including hospital)  
Japan-United States Friendship Commission  
Land Grant Institutions\*  
Legal Services Corporation (not its grantees)  
Library of Congress  
Marine Mammal Commission  
Medicare Payment Advisory Commission  
National Bank for Cooperatives (CoBank)  
National Capital Planning Commission  
National Gallery of Art  
National Guard Activities (only through U.S. Property and Fiscal  
Officers)  
National Technical Institute for the Deaf  
Navajo and Hopi Indian Relocation Commission

Neighborhood Reinvestment Corporation  
Northern Mariana Islands, Commonwealth, government of  
Senate, U.S.  
Stennis, John C., Center for Public Service Training and Development  
Susquehanna River Basin Commission  
U.S. Institute of Peace  
U.S. Representative, Office of Joint Economic Commission  
Virgin Islands, government of (including Virgin Islands Port Authority)  
Washington Metropolitan Area Transit Authority (**METRO**)  
\* as cost-reimbursement contractors.

**Appendix C. 1 International Organizations**

The following have been determined to be eligible to use GSA sources of supply and services, in addition to the organizations listed in appendixes A and B. This list is not all-inclusive; other activities may also be eligible to use GSA sources. Also, as stated in par. 7e.(3), certain entities may be eligible to use only specific GSA sources and/or services. GSA will rule upon the eligibility of activities on a case-by-case basis in response to requests received (see par. 11).

African Development Fund  
American Red Cross  
Asian Development Bank  
Caribbean Organization  
Counterpart Foundation, Inc.  
Customs Cooperation Council  
European Space Research Organization  
Food and Agriculture Organization of the United Nations  
Great Lakes Fishery Commission  
Inter-American Defense Board  
Inter-American Development Bank  
Inter-American Institute of Agriculture Sciences  
Inter-American Investment Corporation  
Inter-American Statistical Institute  
Inter-American Tropical Tuna Commission  
Intergovernmental Maritime Consultive Organization  
Intergovernmental Committee for European Migration  
International Atomic Energy Agency  
International Bank of Reconstruction and Development (**WORLD BANK**)  
International Boundary Commission-United States and Canada  
International Boundary and Water Commission-United States and Mexico

International Center for Settlement of Investment Disputes  
International Civil Aviation Organization  
International Coffee Organization  
International Cotton Advisory Committee  
International Development Association  
International Fertilizer Development Center  
International Finance Corporation  
International Hydrographic Bureau  
International Institute for Cotton  
International Joint Commission-United States and Canada  
International Labor Organization  
International Maritime Satellite Organization  
International Monetary Fund  
International Pacific Halibut Commission  
International Pacific Salmon Fisheries Commission-Canada  
International Secretariat for Volunteer Services  
International Telecommunications Satellite Organization  
International Telecommunications Union  
International Wheat Council  
Lake Ontario Claims Tribunal  
Multinational Force and Observers  
Multinational Investment Guarantee Agency (MIGA)  
North American Treaty Organization (NATO)  
Organization of African Unity  
Organization of American States  
Organization for Economic Cooperation and Development  
Pan American Health Organization  
Radio Technical Commission for Aeronautics  
South Pacific Commission  
United International Bureau for the Protection of Intellectual Property  
United Nations  
United Nations Educational, Scientific, and Cultural Organization  
Universal Postal Union  
World Health Organization  
World Intellectual Property Organization  
World Meteorological Organization  
World Tourism Organization  
Validation

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Attachment 2 Escalation Compensation  
(8 pages)

*Applications Programmer:*

Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results. Designs, codes, tests, debugs, and documents.

---

*Applications Systems Analyst/Programmer - Intermediate:*

Under general supervision, formulates and defines system scope and objectives through research and fact-finding to develop or modify moderately complex information systems. Prepares detailed specifications from which programs will be written. Designs, codes, tests, debugs, documents, and maintains those programs. Competent to work on most phases of applications systems analysis and programming activities, but requires instruction and guidance in other phases.

---

*Applications Systems Analyst/Programmer - Senior:*

Under general direction, formulates and defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results. Prepares detailed specifications from which programs will be written. Designs, codes, tests, debugs, and documents those programs. Competent to work at the highest technical level of all phases of applications systems analysis and programming activities. May be responsible for completion of a phase of a project. Regularly provides guidance and training to less-experienced analyst/programmers.

---

*Business Process Consultant:*

Responsible for most complex systems process analysis, design, and simulation. Requires highest-level understanding of organization's business systems and industry requirements. Focus is on process analysis and re-engineering, with an understanding of technical problems and solutions as they relate to the current and future business environment. Creates process change by integrating new processes with existing ones and communicating these changes to impacted Business Systems teams. Recommends and facilitates quality improvement efforts. May lead re-engineering team and act as project manager in some cases.

---

*Business Subject Matter Specialist:*

Provides technical knowledge and analysis of highly specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems that need extensive knowledge of the subject matter for effective implementation. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases.

---

*Business Systems Analyst - Intermediate:*

Under general supervision, formulates and defines systems scope and objectives through research and fact-finding combined with an understanding of applicable business systems and industry requirements. With this knowledge, develops or modifies moderately complex information systems. Includes analysis of business and user needs, documenting requirements, and revising existing system logic difficulties as necessary. Guides and advises less-experienced Business Systems Analysts. Competent to work in some phases of systems analysis and considers the business implications of the application of technology to the current business environment.

---

*Business Systems Analyst - Senior:*

Under general direction, formulates and defines systems scope and objectives based on both user needs and a good understanding of applicable business systems and industry requirements. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results. Includes analysis of business and user needs, documentation of requirements, and translation into proper system requirement specifications. Guides and advises less-experienced Business Systems Analysts. Competent to work at the highest technical level of most phases of systems analysis while considering the business implications of the application of technology to the current and future business environment.

---

*Business Systems Specialist :*

Top-level technical contributor with expertise in particular business processes responsible for formulating systems scope and objectives relative to the organization's business plan and industry requirements. Acts independently or as a member of a project team responsible for providing technical guidance concerning the business implications of the application of various systems. Provides technical consulting on complex projects. Devises and/or modifies procedures to solve the most complex technical problems related to computer equipment capacity and limitations, operating time, and form of desired results. Creates detailed specifications from which programs will be written. May have quality assurance responsibilities.

---

*Chief Information Security Officer:*

Ensures that all information systems are functional and secure.

---

*Client/Server Database Manager:*

Projects long-range requirements for client/server database administration in conjunction with other managers in the information systems function as well as business

function managers. Prepares activity and progress reports regarding the client/server database management section.

---

*Client/Server Network Architect:*

Top-level technical expert responsible for design and development of a client/server environment. Develops strategy of client/server system and the design infrastructure necessary to support that strategy. Advises on selection of technological purchases with regards to processing, data storage, data access, and applications development. Sets standards for the client/server relational database structure for the organization (SQL, ORACLE, SYBASE, etc.). Advises of feasibility of potential future projects to management.

---

*Client/Server Support Analyst:*

Under general supervision, assists with personal computer operating systems software and communication system software. Designs, tests, and maintains personal computer systems. Responsible for analyzing and solving personal computer-related problems. Responsible for security, integrity, and reliability of personal computer systems. Tests and integrates new hardware, systems and modifications to existing equipment and systems. Performs research/investigations, analysis, design, testing, and installation of supported hardware and software. Schedules installation of new hardware and software and modifications to existing systems. Monitors performance of hardware and its capacity in all assigned locations. Recommends and implements enhancements to existing hardware and systems.

---

*Communications Analyst - Intermediate:*

Under general supervision, assists Senior Level Communications Analyst or Department Manager in the planning, design, and implementation of communications networks. Responsible for providing assistance and technical support for network design activities. Assists in the review/assessment of user needs. May conduct feasibility studies for projects. May assist in the evaluation and selection of equipment. Typically requires two to four years experience in telecommunications with particular emphasis in traffic engineering and network design. Frequently reports to Data/Voice Communications Management or Internal Communications Systems Consultant.

---

*Communications Analyst - - Senior:*

Under general direction, assists in the planning, design, and implementation of communications networks. Responsible primarily for the assessment and optimization of network design through review and assessment of user needs. Conducts feasibility studies for large projects, develops requests for proposal, evaluates vendor products, and makes recommendations on selection. May function as lead position providing guidance and training to less-experienced analysts. Typically requires at least five

years of experience in telecommunications with strong emphasis in network design, traffic engineering, equipment vendors, and carriers. Frequently reports to a Data/Voice Communications Manager or Internal Communications Systems Consultant.

---

*Communications Facility Engineer:*

Provides technical direction and engineering knowledge for communications systems infrastructure activities, including planning, designing, and implementing communications infrastructure requirements for buildings and systems. Ensures that adequate and appropriate planning is provided to direct building architects and planners in building communications spaces and media pathways meet industry standards.

---

*Communications Installer:*

Assists in the planning, design, and implementation of communications networks. Responsible for providing assistance and technical support for network design activities. Assists in the review/assessment of user needs. Performs feasibility studies for small projects. Assists in the evaluation and selection of equipment.

---

*Communications Transmission Engineer:*

Provides technical direction and engineering knowledge for communications activities including planning, designing, installing and maintaining large communications networks. Develops, operates, and maintains voice, wireless, video, and data communications systems. Provides complex engineering or analytical tasks and activities associated with one or more technical areas within the communications function.

---

*Computer Operations Manager:*

Responsible for all activities relating to the operation of centralized data processing equipment and peripheral information systems equipment. Establishes detailed schedules for the utilization of all equipment in the computer operations section to obtain maximum utilization. Assigns personnel to various operations and directs their activities. Reviews and evaluates work and prepares performance reports. Confers with and advises subordinates on administrative policies and procedures, technical problems, priorities, and methods. Consults with personnel in other information systems sections to coordinate activities. Prepares activity and progress reports regarding the computer operations section. Frequently reports to a Director of Information Systems Operations.

---

*Consultant:*

Works with end user groups to evaluate and solve technical problems. Evaluates existing systems and/or user needs to analyze, design, recommend, and implement system changes.

---

*Data Architect:*

Designs and builds relational databases. Develops strategies for data acquisitions, archive recovery, and implementation of a database. Works in a data warehouse environment, which includes data design, database architecture, metadata and repository creation. Translates business needs into long-term architecture solutions. Defines, designs, and builds dimensional databases. Develops data warehousing blueprints, evaluating hardware and software platforms, and integrating systems. Evaluates reusability of current data for additional analyses. Reviews object and data models and the metadata repository to structure the data for better management and quicker access.

---

*Data Communications Manager – Planning & Implementation :*

Ensures that adequate and appropriate planning is provided for remote hardware and communications facilities to develop and implement methodologies for analysis, installation, and support of distributed processing client/server systems. Provides coordination in the analysis, acquisition, and installation of hardware, software, and facilities. Manages the training and efforts of a staff engaged in system and network planning, analysis and monitoring activities. Typically requires eight to ten years of experience in software/hardware LAN and WAN network design and analysis. Frequently reports to a Telecommunications Department Director/Manager or Planning and Engineering Manager.

---

*Data Entry Supervisor:*

Supervises all data entry activities. Assigns work to personnel and directs activities. Reviews and evaluates work and prepares performance reports. Frequently reports to a Computer Operations Manager or Production Control Supervisor.

---

*Data Security Administration Manager:*

Directs and implements the necessary controls and procedures to cost-effectively protect information systems assets from intentional or inadvertent modification, disclosure, or destruction. Provides guidance and direction for the physical protection of information systems assets to other functional units. Provides reports to superiors regarding effectiveness of data security and makes recommendations for the adoption of new procedures. Assigns work to subordinates, monitors performance, and conducts performance appraisals. Interviews and makes recommendations for additional staff.

---

*Data Security Analyst - Intermediate :*

Under general supervision, performs all procedures necessary to ensure the safety of information systems assets and to protect systems from intentional or inadvertent access or destruction. Interfaces with user community to understand their security needs and implements procedures to accommodate them. Ensures that user community understands and adheres to necessary procedures to maintain security. Conducts accurate evaluation of the level of security required. Provides management with status reports. Frequently reports to a Data Security Administration Manager.

---

*Data Security Analyst - Senior :*

Under general direction, performs all procedures necessary to ensure the safety of information systems and to protect systems from intentional or inadvertent access or destruction. Interfaces with user community to understand their security needs and implements procedures to accommodate them. Ensures that user community understands and adheres to necessary procedures to maintain security. May require familiarity with domain structures, user authentication, and digital signatures. Conducts accurate evaluation of the level of security required. May require understanding of firewall theory and configuration. Must be able to weigh business needs against security concerns and articulate issues to management.

---

*Data Warehousing Administrator:*

Coordinates the data administration technical function for both data warehouse development and maintenance. Plans and oversees the technical transitions between development, testing, and production phases of the workplace. Facilitates change control, problem management, and communication among data architects, programmers, analysts and engineers. Establishes and enforces processes to ensure a consistent, well-managed and well-integrated data warehouse infrastructure. Expands and improves data warehouse to includes data from all functions of the organization using data manipulation, transformation and cleansing tools. Requires three years of experience in the field.

---

*Data Warehousing Analyst:*

Works in a data warehouse environment, which includes data design, database architecture, metadata and repository creation. Reviews data loaded into the data warehouse for accuracy. Responsible for the development, maintenance and support of an enterprise data warehouse system and corresponding data marts. Troubleshoots and tunes existing data warehouse applications. Conducts research into new data warehouse applications and determines viability for adoption. Assists in establishing development standards. Evaluates existing subject areas stored in the data warehouse. Incorporates existing subject areas into an enterprise model. Creates new or enhanced components of the data warehouse. Requires two years experience in the field.

---

*Data Warehousing Programmer:*

Responsible for product support and maintenance of the data warehouse. Performs data warehouse design and construction. Codes and documents scripts and stored procedures. Designs/implements data strategy methods. Develops appropriate programs and systems documentation. Assists with Meta data repository management. Prepares/implements data verification and testing methods for the data warehouse. Creates index and view scripts. Requires two years experience in the field.

---

*Data Warehousing Project Manager:*

Works in a data warehouse environment, which includes data design, database architecture, metadata and repository creation. Responsible for leading data warehouse team in development and enhancements of the data warehouse user interface. Establishes user requirements. Creates new standards and procedures related to end user and internal interface development. Works with Data Architect on technical issues and system architecture definition. Translates high-level work plans and converts to detailed assignments for team members. Monitors status of assignments and reviews work for completion and quality. Typically requires more than five years of experience.

---

*Data/Configuration Management Specialist:*

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

---

*Database Administrator:*

Participates in the design, creation, and maintenance of computerized databases. Responsible for quality control and auditing of databases to ensure accurate and appropriate use of data. Works with management to develop database strategies to support company needs. Consults with and advises users on access to various databases. Works directly with users to resolve data conflicts and inappropriate data usage. Directs the maintenance and use of the corporate data dictionary. Typically requires two to four years of experience.

---

*Database Analyst/Programmer - Intermediate:*

Under general supervision, designs, implements and maintains moderately complex databases. Maintains database dictionaries and integration of systems through database design. Competent to work on most phases of database administration but may require some instruction and guidance in other phases. Requires two years experience in the field.

*Database Analyst/Programmer - Senior:*

Under general direction, designs, implements and maintains complex database with respect to JCL, access methods, access time, device allocation, validation checks, organization, protection and security, documentation and statistical methods. Includes maintenance of database dictionaries, overall monitoring of standards and procedures and integration of systems through database design. Competent to work at the highest level of all phases of database management. Requires three years experience in the field.

---

*Database Manager:*

Responsible for all activities related to the administration of computerized databases. Assigns personnel to various projects and directs their activities. Reviews and evaluates work and prepares performance reports. Confers with and advises subordinates on administrative policies and procedures, technical problems, priorities, and methods. Consults with and advises users of various databases. Projects long-range requirements for database administration in conjunction with other managers in the information systems function as well as business function managers. Prepares activity and progress reports regarding the database management section. Typically requires five to seven years of experience.

---

*Disaster Recovery Administrator:*

Under general supervision, responsible for the overall security and integrity of organizational electronic data, data systems, and data networks. Designs and administers programs to include policies, standards, guidelines, training programs, and a viable quality assurance process for disaster recovery. Oversees and reviews the testing and implementation of software, data systems, and data networks to ensure that the integrity and security of all electronic data and data systems are adequately protected. Oversees and facilitates the preparation of an organization-wide business resumption plan. Responsible for ensuring the business resumption plan adequately addresses the organization's requirements and established time frames. Responsible for day-to-day security administration of the organization's data systems and data networks including systems access administration. Typically requires five or more years of experience in disaster recovery/business resumption planning.

---

*Disaster Recovery Analyst:*

Responsible for security and integrity of assigned electronic data, data systems, and data networks. Designs and administers programs to include policies, standards, guidelines, training programs and a viable quality assurance process for disaster recovery. Oversees and reviews the testing and implementation of software, data systems and data networks to insure that the integrity and security of all electronic data and data systems are adequately protected. Oversees and facilitates the preparation of

an organization-wide business resumption plan. Responsible for insuring the business resumption plan adequately addresses the organization's requirements and established time frames. Requires five years experience in the field.

---

*Documentation Specialist - Intermediate:*

Under general supervision, prepares and/or maintains systems, programming, and operations documentation, including user manuals. Maintains a current internal documentation library. Competent to work on most phases of documentation.

---

*Documentation Specialist - Senior:*

Under general supervision, is responsible for preparing and/or maintaining systems, programming, and operations documentation, procedures, and methods including user manuals and reference manuals. Maintains a current internal documentation library. Provides or coordinates special documentation services as required. Competent to work at the highest level of all phases of documentation. May act as project leader for large positions.

---

*E-Business Manager:*

Sets direction and guides action plans and priorities of electronic commerce, marketing and communications. Develops and facilitates organizational models and structure changes needed to meet the evolving electronic business strategies. Establishes and implements enterprise-wide business systems.

---

*Electronic Data Interchange (EDI) Manager:*

Responsible for daily electronic data interchange (EDI) operations of an organization. Develops and executes strategies for Internet-based interchange capabilities. Coordinates and implements new EDI methods and systems and enhances and upgrades the existing systems. Finds EDI solutions for business operations. Establishes and maintains communications and trading partner routings, including online orders and fulfillment systems. Audits the quality of data provided, provides security and backup, and ensures system disaster recovery processes are in place. Resolves trading partner's technical problems involving EDI. Develops technical design documentation. Ensures customer/vendor agreements meet legal requirements. Responsible for internal training of EDI and related staff.

---

*Electronic Data Interchange (EDI) Specialist:*

Provides support for EDI database analysis, design, and operations. Establishes and maintains communications within organization and with partners. Conducts and manages product evaluations. Provides product installation, configuration, and training. Performs systems maintenance to update records, specifications, and

operating procedures of partner systems. Maintains EDI account transaction activities. Frequently reports to an Electronic Data Interchange Manager.

---

*Electronic Mail Coordinator:*

Monitors servers, replication, and mail routing. Creates user accounts and maintains security levels on databases. Provides first-level telephone support and troubleshoots. Monitors existing messaging infrastructure and server usage, ensuring proper working order.

---

*Engineering Subject Matter Specialist:*

Provides technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation, and implementation advice on exceptionally complex problems that necessitate high-level knowledge of the subject matter for effective implementation. Participates as needed in all phases of software development with emphasis on the planning, analysis, modeling, simulation, testing, integration, documentation and presentation phases.

---

*ERP Business/Architectural Specialist:*

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

---

*ERP Business Analyst - Intermediate:*

Under general supervision, serves as subject matter expert associated with content, processes, and procedures associated with enterprise applications. Applies functional knowledge to design and customize workflow systems that provide seamless integration for client/server applications. Writes functional requirements, develops test plans, and works with production issues.

---

*ERP Business Analyst - Senior:*

Under general direction, serves as senior subject matter expert associated with content, processes, and procedures associated with ERP. Defines detailed requirements, analyzes business needs, and validates solutions with the client. Details requirements through product development and other functions to support the project team. Monitors other business analysts in software development methods and processes and

implementation of those methods. Evaluates development projects and assists in tailoring the development process to meet the project needs.

---

*ERP Programmer:*

Under general supervision, works primarily in ERP client/server enterprise application. Designs and develops all aspects of data conversion. Builds application tables, panels, and reports. Codes individual modules and complex functions. Develops application tables, panels, and reports for projects. Responsible for software integration and external interface development. Troubleshoots and resolves testing issues. Responsible for technical documentation.

---

*Graphics Specialist:*

Responsible for graphics design and use, operation, and setup of computer graphic systems for business communications. Executes graphic projects and assists in coordination of all graphic production scheduling. Coordinates production support with outside vendors, as needed. Ensures that graphic projects are completed on time, within budget, and to user's satisfaction. Interfaces with users to determine scope of project and best graphic medium. Trains other personnel in proper use of computer graphic equipment. Troubleshoots computer equipment problems and performs minor preventive maintenance. Frequently reports to a department manager or information systems management.

---

*Groupware Specialist :*

Responsible for the implementation, maintenance, and support of organization messaging system. May work closely with first tier support staff to solve system problems. Ensures smooth integration of all groupware systems in a particular environment. Provides technical support on local groupware replication and client dial-up access issues. Prepares documentation that will assist in the maintenance of the groupware system. May serve as an internal consultant to developers, assisting them in the area of server supports, security, ID files, and other development issues that will aid the process. Requires solid working knowledge of WANs, LANs, and telecommunication concepts as they relate to the groupware system and database replication.

---

*Help Desk Coordinator - Intermediate:*

Under general supervision, responds to and diagnoses problems through discussions with users. Includes problem recognition, research, isolation, and resolution steps. Typically is able to resolve less complex problems immediately, while more complex problems are assigned to senior level support. May involve use of problem management database and help desk systems.

---

*Help Desk Coordinator - Senior:*

Under general direction, responsible for ensuring the timely process through which problems are controlled. Includes problem recognition, research, isolation, resolution, and follow-up steps. Requires experience and understanding of MIS environment. Typically involves use of problem management database and help desk system. May provide guidance/training for less-experienced personnel.

---

*Help Desk Manager:*

Has overall responsibility for help desk operations associated with the identification, prioritization and resolution of reported problems. Ensures that all phases of help desk support are properly coordinated, monitored, logged, tracked and resolved appropriately. May maintain responsibility for development, maintenance and integrity of help desk software. Requires 3 years experience in the field.

---

*Help Desk Specialist:*

Provides support to end users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, email and personnel requests for technical support. Documents, tracks, and monitors the problem to ensure a timely resolution.

---

*Help Desk Support Services Specialist - Intermediate:*

Under general supervision, provides second-tier support to end users for either PC, server, or mainframe applications and hardware. Handles problems that the first-tier of help desk support is unable to resolve. May interact with network services, software systems engineering, and/or applications development to restore service and/or identify and correct core problem. Simulates or recreates user problems to resolve operating difficulties. Recommends systems modifications to reduce user problems. Maintains currency and high level of technical skill in field of expertise. Escalates more complex problems to senior level.

---

*Help Desk Support Services Specialist - Senior:*

Under general direction, provides second-tier support to end users for either PC, server, or mainframe applications and hardware. Handles problems that the first-tier of help desk support is unable to resolve. May interact with network services, software systems engineering, and/or applications development to restore service and/or identify and correct core problem. Simulates or recreates user problems to resolve operating difficulties. Recommends systems modifications to reduce user problems. Maintains currency and highest level of technical skill in field of expertise.

---

*Information Assurance Development Engineer:*

Analyzes and defines security requirement for computer systems which may include mainframes, workstations, and personal computers. Designs, develops, engineers, and implements solutions that meet security requirements. Provides integration and implementation of the computer system security solution.

---

*Information Assurance Engineer:*

Establishes and satisfies complex system-wide information security requirements based upon the analysis of user, policy, regulatory, and resource demands. Supports customers at the highest levels in the development and implementation of doctrine and policies. Applies know-how to government and commercial common user systems, as well as to dedicated special purpose systems requiring specialized security features and procedures.

---

*Information Assurance Network Specialist:*

Analyzes general information assurance-related technical problems and provides basic engineering and technical support in solving these problems. Designs, develops, engineers, and implements solutions that meet network security requirements. Performs vulnerability/risk analyses of computer systems and applications during all phases of the system development life cycle.

---

*Information Assurance Systems/Network Specialist:*

Installs, configures and maintains organization's operating systems. Analyzes and resolves problems associated with server hardware, NT, applications software. Detects, diagnoses, and reports NT related problems on both NT server and NT desktop systems. Performs a wide variety of tasks in software/hardware maintenance and operational support of NT Server systems.

---

*Information Center Consultant:*

Under general supervision of Information Center Manager, may support unlimited end user groups. Works with users to solve problems with available technology including hardware, software and peripherals. Studies and analyzes systems needs, trains users on software and hardware, handles troubleshooting, and provides quality assurance review of user systems. Acts as project manager, typically performs time estimates, and regularly reviews status of projects. May have specialization in particular software that would be utilized in an end user environment. Keeps abreast of technological developments and may install new hardware and software for user groups. Frequently reports to an Information Center Manager.

---

*Information Center Specialist:*

Under general direction, advises and assists users in problem-solving activities using information center tools. Assists in the selection and installation of information center tools. Evaluates new and existing software products. Competent to work at the highest technical level of all phases of information center activities.

---

*Information Security Business Analyst:*

Determines enterprise information security standards. Develops and implements information security standards and procedures. Ensures that all information systems are functional and secure.

---

*Information Services Consultant:*

Top-level technical expert supporting unlimited end user groups. Works with user groups to solve business problems with available technology including hardware, software, databases, and peripherals. Requires high level of diverse technical experience related to studying and analyzing systems needs, systems development, systems process analysis, design, and re-engineering. Has skills and experience related to business management, systems engineering, operations research, and management engineering. Typically requires specialization in particular software or business application utilized in an end user environment. Keeps abreast of technological developments and applications.

---

*Information Systems Auditor - Intermediate :*

Under general supervision, audits moderately complex new and existing information systems applications to ensure that appropriate controls exist, that processing is efficient and accurate, and that systems and procedures are in compliance with corporate standards. Competent to work on most phases of information systems auditing.

---

*Information Systems Auditor - Senior :*

Under general direction, audits the most complex new and existing information systems applications to ensure that appropriate controls exist, that processing is efficient and accurate, and that information systems procedures are in compliance with corporate standards. Competent to work at the highest level of all phases of information systems auditing.

---

*Information Systems Training Specialist - Intermediate :*

Under general supervision, organizes and conducts moderately complex training and educational programs for information systems or user personnel. Maintains records of training activities, employee progress, and program effectiveness. Competent to work on most phases of information systems training.

---

*Information Systems Training Specialist - Senior:*

Under general direction, organizes, prepares, and conducts complex training and educational programs for information systems or user personnel. May design and develop in-house programs. Maintains records of training activities, employee progress, and program effectiveness. Competent to work at the highest level of all phases of information systems training.

---

*Internal Communications Systems Consultant :*

Provides systems guidance for current and proposed investments in telecommunications and network facilities and/or services from the development of communications software through financial implementation review. Researches present and future communication technologies. Works closely with system users to provide direction/assistance in identification and resolution of user problems. May supervise a group of planning analysts responsible for research/technical assistance for the user group. Typically requires eight to ten years of experience in telecommunications with emphasis on systems analysis, LAN/WAN telecommunications network design, and traffic engineering.

---

*IT Subject Matter Specialist:*

Provides extremely high-level subject matter proficiency for work described in the task. Provides advanced technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation, training, and implementation advice on complex problems that require doctorate level knowledge of the subject matter for effective implementation.

---

*LAN Administrator - Intermediate:*

Under general supervision, responsible for the acquisition, installation, maintenance, and usage of the organization's local area network. Manages LAN performance and maintains LAN security. Ensures that security procedures are implemented and enforced. Installs all network software. Evaluates, develops and maintains telecommunications systems. Troubleshoots LAN problems. Establishes and implements LAN policies, procedures, and standards and ensures their conformance with information systems and organization objectives. Trains users on LAN operation. Typically requires two to four years of experience. Frequently reports to a PC support manager or Senior LAN Administrator.

---

*LAN Administrator - Senior:*

Under general direction, responsible for administration and day-to-day operation of organization's local area network (LAN). Provides integrated team support and maintenance of LAN hardware and software. Maintains integrity of the LAN hardware and software. Installs LAN software upgrades, including planning and scheduling,

testing and coordination. Studies vendor products to determine those which best meet organization needs; assists in presentation of information to management resulting in purchase, and installation of hardware, software, and telecommunications equipment. Performs LAN security procedures, including implementing login requests. Evaluates new products and technologies to determine impact on existing system configurations. Prepares proposals, cost/benefit analyses, and feasibility studies. Provides liaison support between the PC/LAN team, vendors and internal support group as needed. Typically requires five to seven years of experience. Frequently reports to an information systems executive.

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*LAN Support Technician - Intermediate :*

Under general supervision, monitors and responds to technical control facility hardware and software problems utilizing hardware and software testing tools and techniques. May interface with vendor support service groups to ensure proper escalation during outages or periods of degraded system performance. May assist with installation of terminals and associated hardware. May provide LAN server support. Requires strong knowledge of PC/LAN communications hardware/software, in a multi-protocol environment, and network management software. Typically requires two to four years experience in data communications troubleshooting.

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*LAN Support Technician - Senior:*

Under general direction, monitors and responds to complex technical control facility hardware and software problems utilizing a variety of hardware and software testing tools and techniques. Provides primary interface with vendor support service groups or provides internal analysis and support to ensure proper escalation during outages or periods of degraded system performance. May provide LAN server support. Requires extensive knowledge of PC/LAN communications hardware/software in a multi-protocol environment and network management software. May function as lead position providing guidance and training for less-experienced technicians. Typically requires at least four years of experience in data communications troubleshooting.

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*LAN/WAN Administrator:*

Monitors LAN, WAN, and servers. Provides batch monitoring, tape back-up, and restoration. Administers mail system and implements new database architecture. Monitors and conducts performance evaluation of networks. Supports, installs, maintains, and troubleshoots all local area and wide area networking devices and related software for branch offices and internal and external networks.

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*LAN/WAN Integrator:*

Responsible for the overall integration of the enterprise-wide network including the planning, design, installation, maintenance, management, and coordination of the corporate LAN/WAN (may include local, metropolitan, and wide area networks). Has

responsibility for technical architecture and recommendations related to LAN/WAN. Is typically a top-level technical contributor with advanced knowledge and experience in the area of local and wide area networking, communications, and related hardware/software. Maintains high level of technical expertise and studies vendor products to determine those which best meet organization needs. Presents information to management, which may result in the purchase and installation of hardware, software, and telecommunications equipment. Recommends network security procedures and policies. Knowledgeable in a multi-platform operating environment. May work with Voce and/or Data Communications Analysts.

---

*LAN/WAN/MAN Administrator:*

Monitors LAN, WAN, MAN, and servers. Provides batch monitoring, tape back-up, and restoration. Supports, installs, maintains, and troubleshoots all local area and wide area networking devices and related software for branch offices and internal and external networks.

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*Network Control Technician:*

Tests and analyzes all elements of complex network facilities (including power, software, communications devices, lines, modems, and terminals). Monitors and controls the performance and status of the network resources. Utilizes software and hardware tools and identifies and diagnoses complex problems and factors affecting network performance.

---

*Network Engineer - Intermediate:*

Under general supervision, oversees the purchase, installation, and support of network communications, including LAN/WAN systems. Works on problems of diverse scope where analysis of situation requires evaluation and judgment. Responsible for evaluating current systems. Assists in the planning of large-scale systems projects through vendor comparison and cost studies. Requires thorough knowledge of LAN/WAN systems, networks, and applications. Typically requires two to five years of experience.

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*Network Engineer - Senior:*

Under general direction, manages the purchase, installation, and support of network communications, including LAN/WAN systems. Responsible for evaluating current systems. Works on complex problems where analysis of situation requires in-depth evaluation of various factors. Plans large-scale systems projects through vendor comparison and cost studies. Provides work leadership and training to lower level network engineers. Requires expert knowledge of LAN/WAN systems, networks, and applications. Typically requires at least five years of experience.

---

*Network Operations Supervisor:*

Provides first level guidance/direction (either as a full-time supervisory position or on a project management basis) to network operation and maintenance analysts, technicians, and/or engineers. Performs technical analysis of complex software, hardware, and transmission facility using various diagnostic tools in support of efficient network operations. Provides guidance/direction for engineering efforts and test and evaluation programs. Performs on-site engineering when required. Typically requires five years of experience in operations, maintenance, and sustained engineering of LAN to WAN internetworking. Frequently reports to a Regional Manager or Operations Manager.

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*Network Planning Analyst – Intermediate:*

Under general supervision, plans and evaluates moderately complex existing network systems and makes recommendations for resources required to maintain and/or expand service levels. Provides assistance in network planning, engineering, architecture, and the development of technical standards and interface applications. Evaluates new products as assigned. Provides resolution for network problems. Typically requires four to six years of experience in telecom networks. Frequently reports to a higher Network Planning position or a Telecommunications Department Director/Manager.

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*Network Planning Analyst - Senior :*

Under general direction, plans and evaluates complex existing network systems and makes recommendations for resources required to maintain and/or expand service levels. Provides highly skilled technical assistance in network planning, engineering, and architecture. Develops technical standards and interface applications, identifies and evaluates new products, and provides resolution for network problems. May interface with vendors to identify and purchase hardware and software. May function as lead position for other Network Planning Analysts. Typically requires six to eight years of experience in telecom networks. Frequently reports to a Telecommunications Department Director/Manager or a higher Network Planning position.

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*Network Planning Manager:*

Responsible for long-term strategic planning to ensure network capacity meets current and future network requirements including planning for remote hardware and communications facilities, development and implementation of methodologies for system analysis, installation, and support. Defines and develops methodology to ensure compatibility of all software and hardware products at each facility. Provides ongoing coordination in the analysis, acquisition, and installation of remote hardware and software. May supervise Network Planning Analysts. Typically requires six to eight years of experience. Frequently reports to a Telecommunications Department Director/Manager or Planning and Engineering Manager.

---

*Network Systems Administrator:*

Provides system administration of Network, Web, and/or communication systems, including Local Area Network (LAN) and Wide Area Network (WAN) systems, involving network security. Prepares technical implementation plans that provide integrated solutions including actions, milestones, timelines and critical paths required for complete solutions.

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*Network Systems Manager:*

Supervises all personnel engaged in the operation and support of network facilities, including all communications equipment in large scale or multi-shift operations. Supervises complex operations that involve two or more additional functions such as, but not limited to, network operations, systems security, systems software support, and production support activities.

---

*Network/Hardware Support Technician:*

Monitors and responds to hardware, software, and network problems. Provides the routine testing and analysis of all elements of the network facilities (including power, software, communications machinery, lines, modems, and terminals). Monitors and controls the performance and status of the network resources.

---

*Operations Manager - Data Communications:*

Manages all aspects of the daily operation for data network(s) in either a stand-alone data network environment in a voice and data separated network environment. Develops project plans for the implementation of new telecommunications technology and systems. Directs technical analysis of complex software, hardware, and transmission systems. Coordinates with vendors involved in providing communication activities.

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*Operations Manager - Voice Communications:*

Manages all aspects of the daily operation for voice network(s) in either a stand-alone voice network OR in a voice and data separated network environment. Develops project plans for the implementation of new telecommunications technology and systems. Directs technical analysis of complex software, hardware, and transmission systems.

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*Operations Systems Manager:*

Provides assistance and oversight for all information systems operations activities, including computer and telecommunications/communications operations, data entry, data control, operations support, operating systems programming, system security policy procedures, and/or web strategy and operations. Provides input to policy level discussions regarding standards and budget constraints.

*Operations/Network LAN Administrator:*

Supports, monitors, tests, and troubleshoots hardware and software problems pertaining to LAN. Recommends and schedules repairs. Provides end users support for all LAN- based applications. Installs and configures workstations.

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*Operations/Technical Support Analyst:*

Provides technical guidance for directing and monitoring information systems operations. Implements machine modifications to increase the capacity of the system. Directs compilation of records and reports concerning production, machine malfunctioning and maintenance.

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*Operations/Technical Support Manager:*

Responsible for all activities relating to technical guidance for planning, directing, and monitoring information systems operations. Plans and recommends machine modifications or additional equipment to increase the capacity of the system. Prepares operational cost estimates for current and proposed projects. Evaluates vendor proposals for purchases of hardware. May manage related outsourcing contracts and service levels. Directs compilation of records and reports concerning production, machine malfunctioning, and maintenance. May advise or consult on organizational, procedural, and workflow plans, methods, and procedures analysis. Analyzes the results of workflow plans, monitors the operating system(s) and recommends changes to improve processing and utilization. May have departmental staff responsibility. Frequently reports to an Information Systems Operations Manager or Director of Information Systems Operations.

---

*PC Products Analyst:*

Under general supervision, analyzes and evaluates microcomputer products and systems available in the marketplace. Analyzes such products for compatibility, expandability, and ease of use and support. Recommends to management the support or nonsupport of evaluated products. Participates in the development and customization of products. Designs application options/screens compatible with mainframe applications. Prepares product development documentation regarding use of product. Frequently reports to a PC Support Manager.

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*PC Systems Specialist:*

Under general supervision, performs analytical, technical, and administrative work in the planning, design, and installation of new and existing personal computer systems. Works on moderately complex applications. Confers with end users to determine types of hardware and software required. Writes programs to fulfill requirements or selects appropriate off-the-shelf software and modifies to suit. May maintain or utilize telecommunications protocols. Installs new hardware and maintains existing hardware.

Trains end users in use of equipment and software. Frequently reports to a PC Support Manager.

---

*PC/LAN Management Analyst - Intermediate:*

Under general supervision, works closely with business and management and staff on LAN support, network design, and configuration in a multi-server environment. Responsible for the installation/configuration and support of client servers, application support software, and implementation of new business software applications. Participates with client in the installation/configuration of equipment and software. Analyzes and coordinates resolution of network problems. Provides technical support and guidelines to client and systems areas through documentation. Requires experience with Token Ring.

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*PC/LAN Management Analyst - Senior:*

Under general direction, provides consultation to business area management and staff at the highest technical level for all aspects of PC/LAN design and configuration in a multi-server environment. Plans and coordinates the installation of new or modified Local Area Networks and installs and coordinates the resolution of network problems or malfunctions. Provides technical support and guidelines to client and systems areas through documentation. Requires experience with Token Ring.

---

*Project Engineer:*

Manages long-term IT engineering projects. Performs engineering design evaluations and works to complete projects within budget and scheduling restraints. Develops, implements, and monitors information systems policies and controls to ensure data accuracy, security, and regulatory compliance. Reviews reports of computer and peripheral equipment production, malfunction, and maintenance to determine and address problems.

---

*Project Manager – Senior:*

Responsible for all aspects of the development and implementation of assigned projects and provides a single point of contact for those projects. Takes projects from original concept through final implementation. Interfaces with all areas affected by the project including end users, computer services, and client services. Defines project scope and objectives. Develops detailed work plans, schedules, project estimates, resource plans, and status reports. Conducts project meetings and is responsible for project tracking and analysis. Ensures adherence to quality standards and reviews project deliverables. Manages the integration of vendor tasks and tracks and reviews vendor deliverables. Provides technical and analytical guidance to project team. Recommends and takes action to direct the analysis and solutions of problems.

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*Quality Assurance Analyst - Intermediate :*

Under general supervision, carries out procedures to ensure that all information systems, products and services meet minimum organization standards and end-user requirements. Thoroughly tests software to ensure proper operation and freedom from defects. Documents and works to resolve all problems. Reports progress on problem resolution to management. Devises improvements to current procedures and develops models of possible future configurations. Performs workflow analysis and recommends quality improvements. Frequently reports to a Quality Assurance Manager.

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*Quality Assurance Analyst - Senior:*

Under general direction, carries out procedures to ensure that all information systems, products and services meet organization standards and end-user requirements. Performs and leads tests of software to ensure proper operation and freedom from defects. May create test data for applications. Documents and works to resolve all complex problems. Reports progress on problem resolution to management. Devises improvements to current procedures and develops models of possible future configurations. Acts as information resource about assigned areas to technical writers and other Quality Assurance Analysts. Performs complex workflow analysis and recommends quality improvements. Frequently reports to a Quality Assurance Manager.

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*Quality Assurance Specialist:*

Provides development of project Software Quality Assurance Plan and the implementation of procedures that conforms to the requirements of the contract. Provides an independent assessment of how the project's software development process is being implemented relative to the defined process and recommends methods to optimize the organization's process.

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*Security Coordinator:*

Coordinates, develops, and evaluates security programs for an organization.

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*Site Manager:*

Provides applications systems analysis and programming activities for a Government site, facility or multiple locations. Prepares long and short-range plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources.

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*Software Architect:*

Works independently designing and developing new software products or major enhancements to existing software. May lead a large development team in the design of highly complex software systems. Acts as highest-level technical expert, addressing

problems of systems integration, compatibility, and multiple platforms. Responsible for project completion. Performs feasibility analysis on potential future projects to management.

---

*Software Developer - Intermediate:*

Under general supervision, develops codes, tests, and debugs new software or enhancements to existing software. Has good understanding of business applications. Works with technical staff to understand problems with software and resolve them. Resolves customer complaints with software and responds to suggestions for improvements and enhancements. May assist in development of software user manuals. Requires two years experience in the field.

---

*Software Developer - Senior:*

Under general direction, participates as high-level technical expert in design development, coding, testing, and debugging new software or significant enhancements to existing software. Works with technical staff to understand problems with software and develops specifications to resolve them. Resolves customer complaints and responds to suggestions for improvements and enhancements. Participates in the development of software user manuals. May act as team leader on less complex projects. Assists in training less experienced software development staff. Requires five years experience in the field.

---

*Software Systems Engineer - Intermediate:*

Under general supervision, works from specifications to develop or modify moderately complex software programming applications. Assists with design, coding, benchmark testing, debugging, and documentation of programs. Applications generally deal with utility programs, position control language, macros, subroutines, and other control modules. Competent to work on most phases of software systems programming applications, but requires instruction and guidance in other phases.

---

*Software Systems Engineer –Senior:*

Under general direction, formulates and defines specifications for complex operating software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer. Designs, codes, tests, debugs, and documents those programs. Responsible for applications dealing with the overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting, and advanced mathematical/scientific software packages. Competent to work at this highest technical level on all phases of software systems programming applications. May have responsibility for the evaluation of new and existing software products. May assist other systems programmers to effectively utilize the system's technical software.

*Strategic Planner:*

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

---

*Systems Administrator - Intermediate:*

Under general supervision, responsible for installing, configuring, and maintaining operating system workstations and servers, including web servers, in support of business processing requirements. Performs software installations and upgrades to operating systems and layered software packages. Schedules installations and upgrades and maintains them in accordance with established IT policies and procedures. Monitors and tunes the system to achieve optimum performance levels. Ensures workstation/server data integrity by evaluating, implementing, and managing appropriate software and hardware solutions. Ensures data/media recoverability by implementing a schedule of system backups and database archive operations. Supports media management through internal methods and procedures or through offsite storage and retrieval services. Develops and promotes standard operating procedures. Conducts routine hardware and software audits of workstations and servers to ensure compliance with established standards, policies, and configuration guidelines. Develops and maintains a comprehensive operating system hardware and software configuration database/library of all supporting documentation.

---

*Systems Administrator - Senior:*

Under general direction, responsible for activities related to system administration. Assigns personnel to various projects, directs their activities, and evaluates their work. Ensures long-term requirements of systems operations and administration are included in the overall information systems planning of the organization. Responsible for the installation, maintenance, configuration, and integrity of computer software. Implements operating system enhancements that will improve the reliability and performance of the system.

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*Systems Analysis and Programming Director:*

Develops software within an organization. Directs the software engineering function in developing, releasing, and maintaining software applications/operating systems according to business needs.

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*Systems Engineer:*

Performs a variety of systems engineering tasks and activities that are broad in nature and are concerned with major systems design, integration, and implementation, including personnel, hardware, software, budgetary, and support facilities and/or equipment. Provides quality assurance review and the evaluation of new and existing software products.

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*Systems Management Technologist:*

Analyzes, develops, operates, and maintains software libraries and catalogs. Provides support and direction for user groups in the use of the software/hardware systems and programs to support an integrated system.

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*Technical Editor:*

Responsible for content of technical documentation. Checks author's document for spelling, grammar and content problems (e.g., missing instructions or sections; redundant or unnecessary sections). Accuracy of content may fall under this position or the programmer, depending on the expertise of the editor. Ensures that documents follow the style laid out in the organization's style guide. May also be responsible for maintaining the style guide. Suggests revisions to the style guide as appropriate. Editor is often a technical writer who has moved to this position. Note: This description is for a technical editor in a large software house or an editor in a technical lab, which produces papers for publication. Newsletter, newspaper, or magazine editors should not be matched to this position.

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*Technical Writer:*

Writes a variety of technical articles, reports, brochures, and/or manuals for documentation for a wide range of uses. Coordinates the display of graphics and the production of the document.

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*Telecommunications Analyst/Technician:*

Provides maintenance of the switching equipment. Performs more complex activities for routine maintenance on switch. Reads and interprets circuit diagrams and electrical schematics.

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*Telecommunications Engineer/Analyst – Intermediate:*

Under general supervision, responsible for moderately complex engineering and/or analytical activities associated with one or more technical areas within the telecom function (such as, but not limited to, network design, engineering, implementation, or operations/user support). Typically requires two to four years of technical telecom experience.

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*Telecommunications Engineer/Analyst - Senior:*

Under general direction, responsible for complex engineering and/or analytical tasks and activities associated with one or more technical areas within the telecom function such as, but not limited to, network design, engineering, implementation, or operations/user support. Typically requires six to eight years of technical telecom experience.

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*Telecommunications Manager - Multiple Incumbents:*

A multiple incumbent position with broad management responsibility for all areas of the telecommunications function. Position may be structured to address the needs of individual "customer" groups (e.g., organization divisions or business lines) or may reflect total management responsibilities (including planning, engineering, implementation, and operations) for either voice or data communications in a separated network environment. Manages/coordinates day-to-day planning, design, operations, maintenance, and resource allocation including client server support and strategic and tactical planning. Coordinates with customers, vendors, and corporate management. May be responsible for billing systems. Interfaces with Senior/Executive Management to coordinate telecommunications plans with overall business plan. Frequently reports to Telecommunications Management or information systems management.

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*Telecommunications Manager - Single Incumbent:*

A single incumbent position with broad management responsibility for all areas of the telecommunications function. Manages and coordinates the day-to-day planning, design, operations, and maintenance of the telecommunications voice and/or data networks including client server support consistent with customer needs, organization objectives, and technological resources. Responsible for telecommunications strategic and tactical planning. Coordinates with customers, vendors, and corporate management. Responsible for department resource allocation. May be responsible for billing systems. Interfaces with Senior/Executive Management to coordinate telecommunications plans with organization's business plan.

---

*Telecommunications Network Help Desk:*

Responds to user complaints to research complex problems associated with the organization's telecommunications networks (voice and/or data). Diagnoses problem source through discussions with users. Coordinates with internal company support and operations groups and/or with vendors to resolve problems. Follows up with users to ensure problem has been resolved. Develops supporting documentation of all activities.

---

*Telecommunications Programmer/Systems Analyst - Intermediate:*

Under general supervision, develops telecommunications solutions to address user needs. May interface with users to define needs. Assists in the design, development, and testing of communications software interface programs. Usually involved in the

implementation and testing of projects. Requires knowledge of communication protocols, hardware, and real-time operating system programming. Requires proficiency in one or more programming languages such as Assembler, FORTRAN, or "C". Typically requires two to four years of experience in telecommunications programming.

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*Telecommunications Programmer/Systems Analyst - Senior:*

Under general direction, develops telecommunications software solutions to address user needs. Interfaces with users to define needs. Designs, develops, and tests complex communications software interface programs. Primary responsibilities usually include technical feasibility studies and design phases of project. Requires strong knowledge of communication protocols, hardware, and real time operating system programming. May serve as project leader for lower level programmers. Requires high level of proficiency in one or more programming languages such as Assembler, FORTRAN, or "C". Typically requires four to six years of experience in telecommunications programming.

---

*Telecommunications Technician:*

Installs, troubleshoots, repairs and maintains telecommunications equipment. Provides reports, completes requests for new service, determines methodology for installing telephone service, determines appropriateness of moderate equipment changes or modifications, call switches, test trunks, test links and installs communication circuits.

---

*Telecommunications/Communications Integration Engineer:*

Provides technical direction and analysis for telecommunication activities, including planning, designing, integrating, installing and maintaining large-scale telecommunications/ communications networks and services with computer systems. Applies telecommunications/communications engineering principles and theory to propose design and configuration alternatives. Analyzes network performance, usage and traffic flows, accesses and interfaces, transmission techniques, and protocols to interface with computer systems.

---

*Test Engineer:*

Subject matter specialist providing testing know-how in for the support of user requirements of complex to highly complex software/hardware applications. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection.

---

*UNIX Systems Administrator:*

Responsible for the installation, configuration, and maintenance of UNIX operating systems. Recognizes and troubleshoots problems with server hardware and applications software. Establishes and documents standards and procedures for management review. Requires extensive knowledge of computer operations and familiarity with shell and kernel programming. Typically requires two to four years of experience.

---

*Voice Communications Administrator :*

Monitors and responds to facility hardware and software problems. Assists vendor support service groups to ensure proper escalation during outages or periods of degraded system performance. Makes phone system additions, changes, and installs new station equipment. Requires knowledge of monitoring equipment.

---

*Voice Communications Manager – Planning & Implementation:*

Ensures that adequate and appropriate planning is provided for remote hardware and communications facilities to develop and implement methodologies for analysis, installation, and support of voice communications systems. Provides coordination in the analysis, acquisition, and installation of remote hardware and software. Interfaces with internal and external customers and vendors to determine system needs. Manages the training and efforts of a staff responsible for system and network planning and analysis activities. May include billing/chargeback responsibilities. Typically requires at least eight to ten years of experience in software/hardware voice network design and analysis usually in a telephone operating organization. Frequently reports to a Telecommunications Department Director/Manager or Planning and Engineering Manager.

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*Voice Communications Technician:*

Monitors and responds to complex technical control facility hardware and software problems. Interfaces with vendor support service groups to ensure proper escalation during outages or periods of degraded system performance. Maintains PBX/systems and associated hardware.

---

*Web Content Administrator:*

Responsible for developing and providing content that will motivate and entertain users so that they regularly access the website and utilize it as a major source for information and decision making. Responsible for managing/performing website editorial activities including gathering and researching information that enhances the value of the site. Locates, negotiates and pursues content. Seeks out customers to gather feedback for website improvement and enhancements. Requires experience in production management, web page design, HTML and web graphics types and standards. Requires two years of experience in this field.

*Web Content Analyst:*

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

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*Web Designer:*

Under direct supervision, designs and builds web pages using a variety of graphics software applications, techniques, and tools. Designs and develops user interface features, site animation, and special effects elements. Contributes to the design group's efforts to enhance the appeal of the organization's online offerings. Designs the website to support the organization's strategies and goals relative to external communications. Typically requires one to three years of experience in the area of web design. Requires knowledge of web-based technologies including browsers ASP pages, HTML code, object-oriented technology, and graphics software.

---

*Web Marketing Manager :*

Responsible for developing and implementing the organization's web strategies for promoting products and services through strategic marketing on the website. Responsible for assisting in the creation and implementation of the web marketing plan. Works closely with design and content management team to ensure site meets marketing objectives. Monitors site access patterns to adjust strategies and plans. Requires understanding of web technologies.

---

*Web Operations Manager :*

Responsible for ongoing oversight of web strategy and operations. Develops business plan and annual budget for website function. Accountable for budget, staff planning, management, and product and service delivery. Oversees operational activities of the website(s) with specific attention aimed at content creation and website maintenance. Requires experience with web technologies and web page design.

---

*Web Project Manager :*

Serves as project manager of a development team responsible for planning, developing, and deploying websites including preparation of text, graphics, audio, and video for web pages. Works directly with partners and clients to determine project scope and specifications. Coordinates the work of design and development teams to implement online designs. Reviews progress, manages resources, and ensures overall quality of completed website. Typically requires experience in management and understanding of web technologies.

---

*Web Security Administrator :*

Under general supervision, performs all procedures necessary to ensure the safety of the organization's website and transactions across the Internet including the protection of confidential order information and external business-to-business connections. Applies Internet firewall and encryption technologies to maintain organizational and customer security. Ensures that the user community understands and adheres to established security procedures. Updates and deletes users, monitors and performs follow-up compliance violations, and develops security policies and practices and guidelines. Requires experience in Firewall/DMZ design and implementation.

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*Web Security Analyst:*

Performs all procedures necessary to ensure the safety of the organization's website and transactions across the Internet/intranet. Applies Internet firewall technologies to maintain security. Ensures that the user community understands and adheres to necessary procedures to maintain security. Updates and deletes users, monitors and performs follow-up on compliance violations, and develops security policies, practices, and guidelines.

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*Web Software Developer:*

Designs, develops, troubleshoots, debugs, and implements software code (such as HTML, CGI, and JavaScript) for a component of the website. Works with graphic designers and other members of a project team to develop the site concept, interface design, and architecture of the website. Responsible for interface implementation. Integrates web applications with backend databases. Deploys large web-based transaction systems using application servers. Researches, tests, builds, and coordinates the integration of new products per production and client requirements. Requires strong navigation and site-design instincts.

---

*Web Technical Administrator:*

Under general supervision, responsible for achieving overall technical integrity of organization's website. Maintains and upgrades hardware and software including website technical architecture related to hardware and telecommunication connectivity. Administers e-mail, chat and FTP services. Communicates router configuration changes and troubleshoots system errors and bugs. Maintains servers, creates monitoring reports and logs, and ensures functionality of links. Creates tools to ease production process. Automates routine procedures. Works on system-level services to ensure proper patch levels on applications and operating systems. Monitors database integrity. Monitors site for acceptable performance and user accessibility. Establishes backups and monitors site security. Typically requires experience in systems technologies.

## LIST OF ACROYNMS

ACH	Automated Clearing House
ACO	Administrative Contracting Officer
BLS	Bureau of Labor Statistics
BOP	Basic Contract Option Period
BPA	Blanket Purchase Agreement
CAF	Contract Access Fee
CAP	Contract Administration Plan
CAV	Contractor Assistance Visits
CCR	Central Contractor Registration
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CONUS	Contiguous United States
COP	Contract Ordering Period
COR	Contracting Officer Representative
COTR	Contracting Officer Technical Representative
DB	Davis-Bacon Act
DFARS	Defense Federal Acquisition Regulation Supplement
DHNDAA	Duncan Hunter National Defense Authorization Act
DICAP	Department of Defense Information Assurance Certification and Accreditation Process
DoD	Department of Defense
DPA	Delegation of Procurement Authority
DSSR	Department of State Standardized Regulation
EA	Executive Agent
ECI	Employment Cost Index
EFT	Electronic Funds Transfer
EPEAT	Electronic Products Environmental Assessment Tool
FA	Functional Area
FAR	Federal Acquisition Regulation
FAS	Federal Acquisition Service
FBO	FedBizOpps
FFP	Firm Fixed Price
FIPS PUB	Federal Information Processing Standards Publication
FISMA	Federal Information Security Management Act
FP	Fixed Price
GAO	Government Accountability Office
GSA	General Services Administration
GWAC	Governmentwide Acquisition Contract
HSPD	Homeland Security Presidential Directive
IA	Information Assurance
IDIQ	Indefinite Delivery, Indefinite Quantity
IEEE	Institute of Electrical and Electronics Engineers
IG	Inspector General
IOA	Industrial Operations Analyst
IT	Information Technology
ITS	Integrated Technology Service
ITSS	Information Technology Solutions Shop
LH	Labor Hour
MA	Multiple Award
MAP	Marketing Action Plan
MCS	Minimum Contract Sales
MPIN	Marketing Partner Identification Number
NAICS	North American Industrial Classification System

NDA	National Defense Authorization Act
NICAP	National Information Assurance Certifications and Accreditation Process
OCO	Ordering Contracting Officer
OMB	Office of Management and Budget
PCO	Procuring Contracting Officer
PGC	Pricing Guideline Coefficients
PL	Public Law
PoP	Period of Performance
PPIRS	Past Performance Information Retrieval System
RFI	Request for Information
RFP	Request For Proposal
RFQ	Request For Quote
RP	Reporting Period
SAP	Special Access Programs
SBA	Small Business Administration
SBI	Special Background Investigations
SCA	Service Contract Act
SCI	Sensitive Compartmented Information
SOP	Standard Operating Procedure
STARS	Streamline Technology Acquisition for Resources Services
T&M	Time and Materials
USC	United States Code

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Attachment 5 Sample Subcontracting Report

(1 page)