

# **Notice Concerning Award**

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**AWARD NO: GS00Q17NRD4014**

**CUSTOM SATCOM SOLUTIONS (CS3)**

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## **GSA ITS Acquisition Contract No. CONTRACT # GS00Q17NRD4014**

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

**Contract Term:** Base period of five (5) years, five (5) one-year, and one (1) half-year Government options.

### **Minimum Dollar Guarantee and Maximum Contract Limitation**

- a.** The minimum dollar guarantee for this contract is \$1,000.
- b.** The maximum all-inclusive funding ceiling for this and any other contracts awarded as a result of solicitation No. QTA0015SDA4003 is \$2.5 Billion.

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

### **Document Wide Changes**

- The CS3 RFP number QTA0015SDA4003 is replaced with CS3 contract number GS00Q17NRD4014.
- The word, "offeror," is replaced with contractor where appropriate.
- The word, "RFP," is replaced with the word, "contract," where appropriate.
- All amendment numbers in the headers are deleted.
- All dates in the footers are deleted.
- Each section contains continuous pagination. (Section B tables and Section J attachments remain separately paginated)

The following provision is incorporated in to the contract:

- The contractor's Final Revised Price Proposal, dated **February 29, 2016**, and all amendments thereto are hereby incorporated by reference into this contract.

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

## SECTION B

### SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 GENERAL

Contractors are sought who will provide worldwide commercial satellite communications (COMSATCOM) Complex Solutions. COMSATCOM Complex Solutions comprise customized engineered solutions to meet customers' unique COMSATCOM needs. These solutions may include any combination of fixed satellite services and/or mobile satellite services, components, and/or service enabling authorizations (e.g., host nation approvals, landing rights, frequency clearances, etc.) and components and ancillary equipment such as terminals, teleports, terrestrial tail circuits, Subscriber Identity Module (SIM) cards, and peripherals.

The Contractor must provide a complete customized complex solution, illustrating its approach to satisfying all of the requirements outlined in the following three Sample Task Orders (STOs):

- STO #1 – Contingency Satellite Communications System and Services
- STO #2 – Environmental Data Network
- STO #3 – Base Communications Network for Ouargla, Algeria

The Contractor shall only propose firm-fixed prices for STO #1 and STO #2 for each year of the STO period of performance (PoP). The STOs are based on relevant, known requirements and are representative of the Federal Government work that is currently being serviced through other contract mechanisms. It is the Government's intention, through this section, to obtain prices for the services, related features, and equipment described in Section J for STOs #1 and #2 (Section J Attachment J-8 and Attachment J-10). All prices shall conform to the format and structure defined herein. The Government will evaluate Contractor proposed prices for STO #1 and STO #2. The Contractor is not required to propose pricing for STO #3. The Government will not evaluate any prices proposed for STO #3.

#### B.2 SERVICES AND PRICES

Item prices shall be provided for the entire 10 year period of performance (PoP) and the FAR 52.217-8 six-month extension. Each pricing element will be identified by a Contract Line Item Number (CLIN). CLIN ranges are allocated by STO number. CLIN(s) for the 10 year PoP and the FAR 52.217-8 six-month extension are six digit numbers or a six digit number with the letter (a), (b), or (c). For STO #1 all CLINs begin with the number "1," for STO #2 all CLINs begin with the number 2. Separate pricing shall be offered for each contract year using the CLIN structure defined below. CLIN periods for contract years 2 through 10 and the FAR 52.217-8 six-month extension (contract year 11) will use the same CLIN structure as defined for contract year 1 and will include a dash (-) with applicable years 2 through 11 .

Tables B.2-1, B.2-2 and B.2-3 illustrate the STO CLIN numbering structure for the J-9, J-11a, and J-11b Excel Workbooks. Each individual CLIN has been identified in Contract Year 1 in Tables B.2-1, B.2-2 and B.2-3. The CLIN numbering scheme for the thirteen STO #1 CLINs repeat for contract years 2 through 10 and the FAR 52.217-8 six-month extension (contract year 11) by adding a dash at the end of each CLIN plus the numbers 1 through 11 that correspond to the contract year.

**Table B.2-1. CLIN Numbering Structure STO #1 (Attachment J-9)**

<b>Contract Year</b>	<b>CLIN</b>
Contract Year 1	110000-1
Satellite Communications Terminal and Equipment	110001-1
Satellite Communications Terminal and Equipment (Labor)	110001a-1
Satellite Communications Terminal and Equipment (Spares/Warranty)	110001b-1
Program Management	110002-1
Space Segment	110003-1
Teleport Service	110004-1
Terrestrial Service	110005-1
Training - Materials & Labor	110006-1
Frequency Clearances and Approvals	110007-1
Frequency Clearances and Approvals (Renewals)	110007a-1
Network Management and Operations Support (Equipment)	110008-1
Network Management and Operations Support (Labor)	110008a-1
Network Management and Operations Support (Spares/Warranty)	110008b-1
Contract Year 2*	110000-2
Contract Year 3*	110000-3
Contract Year 4*	110000-4
Contract Year 5*	110000-5
Contract Year 6* (Option Period 1)	110000-6
Contract Year 7* (Option Period 1)	110000-7
Contract Year 8* (Option Period 1)	110000-8
Contract Year 9* (Option Period 2)	110000-9
Contract Year 10* (Option Period 2)	110000-10
Contract Year 11* (FAR 52.217-8 / 6 mo extension)	110000-11

\*Repeat the thirteen STO #1 CLINs listed for Contract Year 1 with the dash and one-digit extension representing the contract year..

**Table B.2-2. CLIN Numbering Structure STO #2 – Fixed (Attachment J-11a)**

<b>Contract Year</b>	<b>CLIN</b>
Contract Year 1	210000-1
Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)	210001-1
Remote Site Equipment (No Solar Required: Chile and Argentina)	210001a-1
Remote Site Equipment (Labor)	210001b-1
Remote Site Equipment (Spares/Warranty)	210001c-1
Program Management	210002-1
Space Segment	210003-1
Teleport Service	210004-1
Terrestrial Service	210005-1
Frequency Clearances and Approvals	210006-1
Frequency Clearances and Approvals (Renewals)	210006a-1
Network Management and Operations Support (Equipment)	210007-1
Network Management and Operations Support (Labor)	210007a-1
Network Management and Operations Support (Spares/Warranty)	210007b-1
Contract Year 2*	210000-2
Contract Year 3*	210000-3
Contract Year 4*	210000-4
Contract Year 5*	210000-5
Contract Year 6* (Option Period 1)	210000-6
Contract Year 7* (Option Period 1)	210000-7
Contract Year 8* (Option Period 1)	210000-8
Contract Year 9* (Option Period 2)	210000-9
Contract Year 10* (Option Period 2)	210000-10
Contract Year 11* (FAR 52.217-8 / 6 mo extension)	210000-11

\*Repeat the thirteen STO #2 (Fixed) CLINs listed for Contract Year 1 with the dash and one-digit extension representing the contract year.

**Table B.2-3. CLIN Numbering Structure STO #2 – Mobile (Attachment J-11b)**

<b>Contract Year</b>	<b>CLIN</b>
Contract Year 1	210000-1
Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)	210001-1
Remote Site Equipment (No Solar Required: Chile and Argentina)	210001a-1
Remote Site Equipment (Labor)	210001b-1
Remote Site Equipment (Spares/Warranty)	210001c-1
Program Management	210002-1
Space Segment Service + Teleport Service	210003-1
Network Management and Operations Support (Equipment)	210004-1
Network Management and Operations Support (Labor)	210004a-1
Network Management and Operations Support (Spares/Warranty)	210004b-1
Contract Year 2*	210000-2
Contract Year 3*	210000-3
Contract Year 4*	210000-4
Contract Year 5*	210000-5
Contract Year 6* (Option Period 1)	210000-6
Contract Year 7* (Option Period 1)	210000-7
Contract Year 8* (Option Period 1)	210000-8
Contract Year 9* (Option Period 2)	210000-9
Contract Year 10* (Option Period 2)	210000-10
Contract Year 11* (FAR 52.217-8 / 6 mo extension)	210000-11

\*Repeat the nine STO #2 (Mobile) CLINs listed for Contract Year 1 with the dash and one-digit extension representing the contract year.

The PoP for each STO will be a five year base period. The Contractor shall propose prices for all CLINs for the 5-year PoP (Years 1 through 5). Additionally, the Contractor shall propose prices for the two CS3 option periods: one (1) three-year option period (Years 6 through 8) followed by one (1) two-year option period (Years 9 and 10) and the FAR 52.217-8 six-month extension. STO #1 and STO #2 each have a Section J Excel Workbook (J-9 for STO #1 and J-11a or J-11b for STO #2) that shall be used by the Contractor to propose the priced solution for each STO. The Contractor shall utilize either the J-11a workbook for a Fixed Satellite Service solution or the J-11b workbook for a Mobile Satellite Service solution. The Contractor's Price Proposal narrative shall include a detailed Basis of Estimate for STO #1 and STO #2 that identifies the individual cost elements for each of the CLINS and how the CLINs add up to the overall system price for each STO.

This pricing applies specifically to the STOs as outlined in the Section J attachments. The individual prices provided in the Excel Workbooks are for the proposed solutions should they be required and ordered exactly as outlined in the Section J STO attachments (J-8 and J-10). The prices provided in Sample Task Order Microsoft Excel spreadsheets in Section J (J-9, J-11a and J-11b) will be the awarded prices and are the only prices incorporated in the contract.

**B.2.1 EXCEL WORKBOOK PRICING TABLES**

**ATTACHMENT J-9 Sample Task Order #1 - Excel Workbook**

<b>Contingency Satellite Communications System and Services</b>			
<b>CLIN*</b>	<b>Service or Product</b>	<b>Contract Year</b>	<b>Price</b>
110000-1	STO #1 Overall System Price	Contract Year 1	\$2,500,028.75
110000-2	STO #1 Overall System Price	Contract Year 2	\$1,507,256.56
110000-3	STO #1 Overall System Price	Contract Year 3	\$1,510,303.14
110000-4	STO #1 Overall System Price	Contract Year 4	\$1,513,425.88
110000-5	STO #1 Overall System Price	Contract Year 5	\$1,516,626.69
110000-6	STO #1 Overall System Price	Contract Year 6 (Option Period 1)	\$2,714,723.13
110000-7	STO #1 Overall System Price	Contract Year 7 (Option Period 1)	\$1,588,796.70
110000-8	STO #1 Overall System Price	Contract Year 8 (Option Period 1)	\$1,592,243.62
110000-9	STO #1 Overall System Price	Contract Year 9 (Option Period 2)	\$1,661,303.03
110000-10	STO #1 Overall System Price	Contract Year 10 (Option Period 2)	\$1,664,924.46
110000-11	STO #1 Overall System Price	Contract Year 11 FAR 52.217-8 (six mo extension)	\$920,080.76
Total			\$18,689,712.72

STO 1 - Contingency Satellite Communications System and Services						
CLIN*	Service or Product	Offeror Provided Description of Service/Product	Unit Type	Qty	Product/Service <u>UNIT PRICE</u>	Total Service or Product Price (Contract Year 1)
110001-1	Satellite Communications Terminal and Equipment					\$973,455.00
110001a-1	Satellite Communications Terminal and Equipment (Labor)					\$18,544.08
110001b-1	Satellite Communications Terminal and Equipment (Spares/Warranty)					\$73,178.57
110002-1	Program Management					\$27,730.80
110003-1	Space Segment					\$1,048,421.05
110004-1	Teleport Service					\$193,536.00
110005-1	Terrestrial Service					\$71,132.04
110006-1	Training - Materials & Labor					\$8,578.24
110007-1	Frequency Clearances and Approvals					\$50,789.47
110007a-1	Frequency Clearances and Approvals (Renewals)					\$0.00
110008-1	Network Management and Operations Support (Equipment)					\$0.00
110008a-1	Network Management and Operations Support (Labor)					\$34,663.50
110008b-1	Network Management and Operations Support (Spares/Warranty)					\$0.00
110000-1	Total Contract Year Cost					\$2,500,028.75

STO 1 - Contingency Satellite Communications System and Services						
CLIN*	Service or Product	Offeror Provided Description of Service/Product	Unit Type	Qty	Product/Service <u>UNIT PRICE</u>	Total Service or Product Price (Contract Year 1)
110001-1	Satellite Communications Terminal and Equipment					
110001a-2	Satellite Communications Terminal and Equipment (Labor)					\$6,883.33
110001b-2	Satellite Communications Terminal and Equipment (Spares/Warranty)					\$75,008.03
110002-2	Program Management					\$14,212.04
110003-2	Space Segment					\$1,048,421.05
110004-2	Teleport Service					\$193,536.00
110005-2	Terrestrial Service					\$71,132.04
110006-2	Training - Materials & Labor					\$8,767.70
110007-2	Frequency Clearances and Approvals					
110007a-2	Frequency Clearances and Approvals (Renewals)					\$22,631.58
110008-2	Network Management and Operations Support (Equipment)					
110008a-2	Network Management and Operations Support (Labor)					\$17,992.05
110008b-2	Network Management and Operations Support (Spares/Warranty)					\$48,672.75
110000-2	Total Contract Year Cost					\$1,507,256.56

STO 1 - Contingency Satellite Communications System and Services						
CLIN*	Service or Product	Offeror Provided Description of Service/Product	Unit Type	Qty	Product/Service <u>UNIT PRICE</u>	Total Service or Product Price (Contract Year 1)
110001-1	Satellite Communications Terminal and Equipment					
110001a-3	Satellite Communications Terminal and Equipment (Labor)					\$7,055.41
110001b-3	Satellite Communications Terminal and Equipment (Spares/Warranty)					\$76,883.23
110002-3	Program Management					\$14,567.34
110003-3	Space Segment					\$1,048,421.05
110004-3	Teleport Service					\$193,536.00
110005-3	Terrestrial Service					\$71,132.04
110006-3	Training - Materials & Labor					\$8,961.89
110007-3	Frequency Clearances and Approvals					
110007a-3	Frequency Clearances and Approvals (Renewals)					\$22,631.58
110008-3	Network Management and Operations Support (Equipment)					
110008a-3	Network Management and Operations Support (Labor)					\$18,441.85
110008b-3	Network Management and Operations Support (Spares/Warranty)					\$48,672.75
110000-3	Total Contract Year Cost					\$1,510,303.14

**STO 1 - Contingency Satellite Communications System and Services**

<b>CLIN*</b>	<b>Service or Product</b>	<b>Offeror Provided Description of Service/Product</b>	<b>Unit Type</b>	<b>Qty</b>	<b>Product/Service UNIT PRICE</b>	<b>Total Service or Product Price (Contract Year 1)</b>
110001-1	Satellite Communications Terminal and Equipment					
110001a-4	Satellite Communications Terminal and Equipment (Labor)					\$7,231.79
110001b-4	Satellite Communications Terminal and Equipment (Spares/Warranty)					\$78,805.31
110002-1	Program Management					\$14,931.52
110003-1	Space Segment					\$1,048,421.05
110004-1	Teleport Service					\$193,536.00
110005-4	Terrestrial Service					\$71,132.04
110006-4	Training - Materials & Labor					\$9,160.94
110007-4	Frequency Clearances and Approvals					
110007a-4	Frequency Clearances and Approvals (Renewals)					\$22,631.58
110008-4	Network Management and Operations Support (Equipment)					
110008a-4	Network Management and Operations Support (Labor)					\$18,902.90
110008b-4	Network Management and Operations Support (Spares/Warranty)					\$48,672.75
110000-4	Total Contract Year Cost					\$1,513,425.88

STO 1 - Contingency Satellite Communications System and Services						
CLIN*	Service or Product	Offeror Provided Description of Service/Product	Unit Type	Qty	Product/Service <u>UNIT PRICE</u>	Total Service or Product Price (Contract Year 1)
110001-1	Satellite Communications Terminal and Equipment					
110001a-5	Satellite Communications Terminal and Equipment (Labor)					\$7,412.59
110001b-5	Satellite Communications Terminal and Equipment (Spares/Warranty)					\$80,775.45
110002-5	Program Management					\$15,304.81
110003-5	Space Segment					\$1,048,421.05
110004-5	Teleport Service					\$193,536.00
110005-5	Terrestrial Service					\$71,132.04
110006-5	Training - Materials & Labor					\$9,364.96
110007-5	Frequency Clearances and Approvals					
110007a-5	Frequency Clearances and Approvals (Renewals)					\$22,631.58
110008-5	Network Management and Operations Support (Equipment)					
110008a-5	Network Management and Operations Support (Labor)					\$19,375.47
110008b-5	Network Management and Operations Support (Spares/Warranty)					\$48,672.75
110000-5	Total Contract Year Cost					\$1,516,626.69

STO 1 - Contingency Satellite Communications System and Services						
CLIN*	Service or Product	Offeror Provided Description of Service/Product	Unit Type	Qty	Product/Service <u>UNIT PRICE</u>	Total Service or Product Price (Contract Year 1)
110001-1	Satellite Communications Terminal and Equipment					\$1,101,374.98
110001a-6	Satellite Communications Terminal and Equipment (Labor)					\$20,980.92
110001b-6	Satellite Communications Terminal and Equipment (Spares/Warranty)					\$82,794.83
110002-6	Program Management					\$31,374.85
110003-6	Space Segment					\$1,113,947.37
110004-6	Teleport Service					\$193,536.00
110005-6	Terrestrial Service					\$71,132.04
110006-6	Training - Materials & Labor					\$9,574.08
110007-6	Frequency Clearances and Approvals					\$50,789.47
110007a-6	Frequency Clearances and Approvals (Renewals)					
110008-6	Network Management and Operations Support (Equipment)					
110008a-6	Network Management and Operations Support (Labor)					\$39,218.57
110008b-6	Network Management and Operations Support (Spares/Warranty)					
110000-6	Total Contract Year Cost					\$2,714,723.13

STO 1 - Contingency Satellite Communications System and Services						
CLIN*	Service or Product	Offeror Provided Description of Service/Product	Unit Type	Qty	Product/Service <u>UNIT PRICE</u>	Total Service or Product Price (Contract Year 1)
110001-1	Satellite Communications Terminal and Equipment					
110001a-7	Satellite Communications Terminal and Equipment (Labor)					\$7,787.85
110001b-7	Satellite Communications Terminal and Equipment (Spares/Warranty)					\$84,864.70
110002-7	Program Management					\$16,079.61
110003-7	Space Segment					\$1,113,947.37
110004-7	Teleport Service					\$193,536.00
110005-7	Terrestrial Service					\$71,132.04
110006-7	Training - Materials & Labor					\$9,788.44
110007-7	Frequency Clearances and Approvals					
110007a-7	Frequency Clearances and Approvals (Renewals)					\$22,631.58
110008-7	Network Management and Operations Support (Equipment)					
110008a-7	Network Management and Operations Support (Labor)					\$20,356.35
110008b-7	Network Management and Operations Support (Spares/Warranty)					\$48,672.75
110000-7	Total Contract Year Cost					\$1,588,796.70

STO 1 - Contingency Satellite Communications System and Services						
CLIN*	Service or Product	Offeror Provided Description of Service/Product	Unit Type	Qty	Product/Service <u>UNIT PRICE</u>	Total Service or Product Price (Contract Year 1)
110001-1	Satellite Communications Terminal and Equipment					
110001a-8	Satellite Communications Terminal and Equipment (Labor)					\$7,982.55
110001b-8	Satellite Communications Terminal and Equipment (Spares/Warranty)					\$86,986.32
110002-8	Program Management					\$16,481.60
110003-8	Space Segment					\$1,113,947.37
110004-8	Teleport Service					\$193,536.00
110005-8	Terrestrial Service					\$71,132.04
110006-8	Training - Materials & Labor					\$10,008.15
110007-8	Frequency Clearances and Approvals					
110007a-8	Frequency Clearances and Approvals (Renewals)					\$22,631.58
110008-8	Network Management and Operations Support (Equipment)					
110008a-8	Network Management and Operations Support (Labor)					\$20,865.26
110008b-8	Network Management and Operations Support (Spares/Warranty)					\$48,672.75
110000-8	Total Contract Year Cost					\$1,592,243.62

STO 1 - Contingency Satellite Communications System and Services						
CLIN*	Service or Product	Offeror Provided Description of Service/Product	Unit Type	Qty	Product/Service <u>UNIT PRICE</u>	Total Service or Product Price (Contract Year 1)
110001-1	Satellite Communications Terminal and Equipment					
110001a-9	Satellite Communications Terminal and Equipment (Labor)					\$8,182.11
110001b-9	Satellite Communications Terminal and Equipment (Spares/Warranty)					\$89,160.98
110002-9	Program Management					\$16,893.64
110003-9	Space Segment					\$1,179,473.68
110004-9	Teleport Service					\$193,536.00
110005-9	Terrestrial Service					\$71,132.04
110006-9	Training - Materials & Labor					\$10,233.35
110007-9	Frequency Clearances and Approvals					
110007a-9	Frequency Clearances and Approvals (Renewals)					\$22,631.58
110008-9	Network Management and Operations Support (Equipment)					
110008a-9	Network Management and Operations Support (Labor)					\$21,386.89
110008b-9	Network Management and Operations Support (Spares/Warranty)					\$48,672.75
110000-9	Total Contract Year Cost					\$1,661,303.03

STO 1 - Contingency Satellite Communications System and Services						
CLIN*	Service or Product	Offeror Provided Description of Service/Product	Unit Type	Qty	Product/Service <u>UNIT PRICE</u>	Total Service or Product Price (Contract Year 1)
110001-1	Satellite Communications Terminal and Equipment					
110001a-10	Satellite Communications Terminal and Equipment (Labor)					\$8,386.66
110001b-10	Satellite Communications Terminal and Equipment (Spares/Warranty)					\$91,390.00
110002-10	Program Management					\$17,315.98
110003-10	Space Segment					\$1,179,473.68
110004-10	Teleport Service					\$193,536.00
110005-10	Terrestrial Service					\$71,132.04
110006-10	Training - Materials & Labor					\$10,464.18
110007-10	Frequency Clearances and Approvals					
110007a-10	Frequency Clearances and Approvals (Renewals)					\$22,631.58
110008-10	Network Management and Operations Support (Equipment)					
110008a-10	Network Management and Operations Support (Labor)					\$21,921.57
110008b-10	Network Management and Operations Support (Spares/Warranty)					\$48,672.75
110000-10	Total Contract Year Cost					\$1,664,924.46

STO 1 - Contingency Satellite Communications System and Services						
CLIN*	Service or Product	Offeror Provided Description of Service/Product	Unit Type	Qty	Product/Service <u>UNIT PRICE</u>	Total Service or Product Price (Contract Year 1)
110001-1	Satellite Communications Terminal and Equipment					
110001a-11	Satellite Communications Terminal and Equipment (Labor)					\$4,193.33
110001b-11	Satellite Communications Terminal and Equipment (Spares/Warranty)					\$92,429.28
110002-11	Program Management					\$8,657.99
110003-11	Space Segment					\$589,736.84
110004-11	Teleport Service					\$96,768.00
110005-11	Terrestrial Service					\$35,566.02
110006-11	Training - Materials & Labor					\$10,464.18
110007-11	Frequency Clearances and Approvals					
110007a-11	Frequency Clearances and Approvals (Renewals)					\$22,631.58
110008-11	Network Management and Operations Support (Equipment)					
110008a-11	Network Management and Operations Support (Labor)					\$10,960.78
110008b-11	Network Management and Operations Support (Spares/Warranty)					\$48,672.75
110000-11	Total Contract Year Cost					\$920,080.76



**ATTACHMENT J-11a Sample Task Order #2 - Excel Workbook (Fixed Satellite Service Solution)**

<b>Environmental Data Network (Fixed Satellite Service Solution)</b>			
<b>CLIN*</b>	<b>Service or Product</b>	<b>Contract Year</b>	<b>Price</b>
210000-1	STO #2 Overall System Price	Contract Year 1	\$406,621.79
210000-2	STO #2 Overall System Price	Contract Year 2	\$178,968.40
210000-3	STO #2 Overall System Price	Contract Year 3	\$183,442.61
210000-4	STO #2 Overall System Price	Contract Year 4	\$188,028.67
210000-5	STO #2 Overall System Price	Contract Year 5	\$192,729.39
210000-6	STO #2 Overall System Price	Contract Year 6 (Option Period 1)	\$460,055.23
210000-7	STO #2 Overall System Price	Contract Year 7 (Option Period 1)	\$202,486.32
210000-8	STO #2 Overall System Price	Contract Year 8 (Option Period 1)	\$207,548.47
210000-9	STO #2 Overall System Price	Contract Year 9 (Option Period 2)	\$212,737.19
210000-10	STO #2 Overall System Price	Contract Year 10 (Option Period 2)	\$218,055.62
210000-11	STO #2 Overall System Price	Contract Year 11 FAR 52.217-8 (six mo extension)	\$140,354.48
Total			\$2,591,028.17

STO 2 - Environmental Data Network (Fixed Satellite Service Solution)						
CLIN*	Service or Product	Offeror's Provided Description of Service/Product	Unit Type	Qty	Product/Service UNIT PRICE	Total Service or Product Price
210001-1	(Solar Required: Bolivia, Brazil, Peru and Venezuela)					\$78,123.78
210001a-1	Remote Site Equipment (No Solar Required: Chile and Argentina)					\$28,967.67
210001b-1	Remote Site Equipment (Labor)					\$129,244.92
210001c-1	Remote Site Equipment (Spares/Warranty)					\$49,678.94
210002-1	Program Management					\$18,901.32
210003-1	Space Segment					\$92,421.00
210004-1	Teleport Service					
210005-1	Terrestrial Service					\$1,546.02
210006-1	Frequency Clearances and Approvals					
210006a-1	Frequency Clearances and Approvals (Renewals)					
210007-1	Network Management and Operations Support (Equipment)					
210007a-1	Network Management and Operations Support (Labor)					\$7,738.14
210007b-1	Network Management and Operations Support (Spares/Warranty)					
210000-1	Total Contract Year Cost					\$406,621.79

STO 2 - Environmental Data Network (Fixed Satellite Service Solution)						
CLIN*	Service or Product	Offeror's Provided Description of Service/Product	Unit Type	Qty	Product/Service UNIT PRICE	Total Service or Product Price
210001-2	(Solar Required: Bolivia, Brazil, Peru and Venezuela)					
210001a-2	Remote Site Equipment (No Solar Required: Chile and Argentina)					
210001b-2	Remote Site Equipment (Labor)					\$4,425.85
210001c-2	Remote Site Equipment (Spares/Warranty)					\$50,920.91
210002-2	Program Management					\$19,373.85
210003-2	Space Segment					\$94,731.53
210004-2	Teleport Service					
210005-2	Terrestrial Service					\$1,584.67
210006-2	Frequency Clearances and Approvals					
210006a-2	Frequency Clearances and Approvals (Renewals)					
210007-2	Network Management and Operations Support (Equipment)					
210007a-2	Network Management and Operations Support (Labor)					\$7,931.59
210007b-2	Network Management and Operations Support (Spares/Warranty)					
210000-2	Total Contract Year Cost					\$178,968.40

STO 2 - Environmental Data Network (Fixed Satellite Service Solution)						
CLIN*	Service or Product	Offeror's Provided Description of Service/Product	Unit Type	Qty	Product/Service UNIT PRICE	Total Service or Product Price
210001-3	(Solar Required: Bolivia, Brazil, Peru and Venezuela)					
210001a-3	Remote Site Equipment (No Solar Required: Chile and Argentina)					
210001b-3	Remote Site Equipment (Labor)					\$4,536.49
210001c-3	Remote Site Equipment (Spares/Warranty)					\$52,193.93
210002-3	Program Management					\$19,858.20
210003-3	Space Segment					\$97,099.81
210004-3	Teleport Service					
210005-3	Terrestrial Service					\$1,624.29
210006-3	Frequency Clearances and Approvals					
210006a-3	Frequency Clearances and Approvals (Renewals)					
210007-3	Network Management and Operations Support (Equipment)					
210007a-3	Network Management and Operations Support (Labor)					\$8,129.88
210007b-3	Network Management and Operations Support (Spares/Warranty)					
210000-3	Total Contract Year Cost					\$183,442.61

STO 2 - Environmental Data Network (Fixed Satellite Service Solution)						
CLIN*	Service or Product	Offeror's Provided Description of Service/Product	Unit Type	Qty	Product/Service UNIT PRICE	Total Service or Product Price
210001-4	(Solar Required: Bolivia, Brazil, Peru and Venezuela)					
210001a-4	Remote Site Equipment (No Solar Required: Chile and Argentina)					
210001b-4	Remote Site Equipment (Labor)					\$4,649.91
210001c-4	Remote Site Equipment (Spares/Warranty)					\$53,498.78
210002-4	Program Management					\$20,354.65
210003-4	Space Segment					\$99,527.31
210004-4	Teleport Service					
210005-4	Terrestrial Service					\$1,664.89
210006-4	Frequency Clearances and Approvals					
210006a-4	Frequency Clearances and Approvals (Renewals)					
210007-4	Network Management and Operations Support (Equipment)					
210007a-4	Network Management and Operations Support (Labor)					\$8,333.13
210007b-4	Network Management and Operations Support (Spares/Warranty)					
210000-4	Total Contract Year Cost					\$188,028.67

**STO 2 - Environmental Data Network (Fixed Satellite Service Solution)**

CLIN*	Service or Product	Offeror's Provided Description of Service/Product	Unit Type	Qty	Product/Service UNIT PRICE	Total Service or Product Price
210001-5	(Solar Required: Bolivia, Brazil, Peru and Venezuela)					
210001a-5	Remote Site Equipment (No Solar Required: Chile and Argentina)					
210001b-5	Remote Site Equipment (Labor)					\$4,766.15
210001c-5	Remote Site Equipment (Spares/Warranty)					\$54,836.25
210002-5	Program Management					\$20,863.52
210003-5	Space Segment					\$102,015.49
210004-5	Teleport Service					
210005-5	Terrestrial Service					\$1,706.52
210006-5	Frequency Clearances and Approvals					
210006a-5	Frequency Clearances and Approvals (Renewals)					
210007-5	Network Management and Operations Support (Equipment)					
210007a-5	Network Management and Operations Support (Labor)					\$8,541.46
210007b-5	Network Management and Operations Support (Spares/Warranty)					
210000-5	Total Contract Year Cost					\$192,729.39

**STO 2 - Environmental Data Network (Fixed Satellite Service Solution)**

CLIN*	Service or Product	Offeror's Provided Description of Service/Product	Unit Type	Qty	Product/Service UNIT PRICE	Total Service or Product Price
210001-6	(Solar Required: Bolivia, Brazil, Peru and Venezuela)					\$88,389.89
210001a-6	Remote Site Equipment (No Solar Required: Chile and Argentina)					\$32,774.26
210001b-6	Remote Site Equipment (Labor)					\$146,228.76
210001c-6	Remote Site Equipment (Spares/Warranty)					\$56,207.16
210002-6	Program Management					\$21,385.11
210003-6	Space Segment					\$104,565.88
210004-6	Teleport Service					
210005-6	Terrestrial Service					\$1,749.18
210006-6	Frequency Clearances and Approvals					
210006a-6	Frequency Clearances and Approvals (Renewals)					
210007-6	Network Management and Operations Support (Equipment)					
210007a-6	Network Management and Operations Support (Labor)					\$8,755.00
210007b-6	Network Management and Operations Support (Spares/Warranty)					
210000-6	Total Contract Year Cost					\$460,055.23

STO 2 - Environmental Data Network (Fixed Satellite Service Solution)						
CLIN*	Service or Product	Offeror's Provided Description of Service/Product	Unit Type	Qty	Product/Service UNIT PRICE	Total Service or Product Price
210001-7	(Solar Required: Bolivia, Brazil, Peru and Venezuela)					
210001a-7	Remote Site Equipment (No Solar Required: Chile and Argentina)					
210001b-7	Remote Site Equipment (Spares/Warranty)					\$5,007.44
210001c7	Equipment Services and Support (Spares/Warranty)					\$57,612.34
210002-7	Program Management					\$21,919.74
210003-7	Space Segment					\$107,180.03
210004-7	Teleport Service					
210005-7	Terrestrial Service					\$1,792.91
210006-7	Frequency Clearances and Approvals					
210006a-7	Frequency Clearances and Approvals (Renewals)					
210007-7	Network Management and Operations Support (Equipment)					
210007a-7	Network Management and Operations Support (Labor)					\$8,973.87
210007b-7	Network Management and Operations Support (Spares/Warranty)					
210000-7	Total Contract Year Cost					\$202,486.32

STO 2 - Environmental Data Network (Fixed Satellite Service Solution)						
CLIN*	Service or Product	Offeror's Provided Description of Service/Product	Unit Type	Qty	Product/Service UNIT PRICE	Total Service or Product Price
210001-8	(Solar Required: Bolivia, Brazil, Peru and Venezuela)					
210001a-8	Remote Site Equipment (No Solar Required: Chile and Argentina)					
210001b-8	Remote Site Equipment (Labor)					\$5,132.63
210001c-8	Remote Site Equipment (Spares/Warranty)					\$59,052.64
210002-8	Program Management					\$22,467.73
210003-8	Space Segment					\$109,859.53
210004-8	Teleport Service					
210005-8	Terrestrial Service					\$1,837.73
210006-8	Frequency Clearances and Approvals					
210006a-8	Frequency Clearances and Approvals (Renewals)					
210007-8	Network Management and Operations Support (Equipment)					
210007a-8	Network Management and Operations Support (Labor)					\$9,198.22
210007b-8	Network Management and Operations Support (Spares/Warranty)					
210000-8	Total Contract Year Cost					\$207,548.47

**STO 2 - Environmental Data Network (Fixed Satellite Service Solution)**

CLIN*	Service or Product	Offeror's Provided Description of Service/Product	Unit Type	Qty	Product/Service UNIT PRICE	Total Service or Product Price
210001-9	(Solar Required: Bolivia, Brazil, Peru and Venezuela)					
210001a-9	Remote Site Equipment (No Solar Required: Chile and Argentina)					
210001b-9	Remote Site Equipment (Labor)					\$5,260.94
210001c-9	Remote Site Equipment (Spares/Warranty)					\$60,528.96
210002-9	Program Management					\$23,029.42
210003-9	Space Segment					\$112,606.01
210004-9	Teleport Service					
210005-9	Terrestrial Service					\$1,883.68
210006-9	Frequency Clearances and Approvals					
210006a-9	Frequency Clearances and Approvals (Renewals)					
210007-9	Network Management and Operations Support (Equipment)					
210007a-9	Network Management and Operations Support (Labor)					\$9,428.17
210007b-9	Network Management and Operations Support (Spares/Warranty)					
210000-9	Total Contract Year Cost					\$212,737.19

STO 2 - Environmental Data Network (Fixed Satellite Service Solution)						
CLIN*	Service or Product	Offeror's Provided Description of Service/Product	Unit Type	Qty	Product/Service UNIT PRICE	Total Service or Product Price
210001-10	(Solar Required: Bolivia, Brazil, Peru and Venezuela)					
210001a-10	Remote Site Equipment (No Solar Required: Chile and Argentina)					
210001b-10	Remote Site Equipment (Labor)					\$5,392.47
210001c-10	Remote Site Equipment (Spares/Warranty)					\$62,042.18
210002-10	Program Management					\$23,605.16
210003-10	Space Segment					\$115,421.16
210004-10	Teleport Service					
210005-10	Terrestrial Service					\$1,930.77
210006-10	Frequency Clearances and Approvals					
210006a-10	Frequency Clearances and Approvals (Renewals)					
210007-10	Network Management and Operations Support (Equipment)					
210007a-10	Network Management and Operations Support (Labor)					\$9,663.88
210007b-10	Network Management and Operations Support (Spares/Warranty)					
210000-10	Total Contract Year Cost					\$218,055.62

STO 2 - Environmental Data Network (Fixed Satellite Service Solution)						
CLIN*	Service or Product	Offeror's Provided Description of Service/Product	Unit Type	Qty	Product/Service UNIT PRICE	Total Service or Product Price
210001-11	(Solar Required: Bolivia, Brazil, Peru and Venezuela)					
210001a-11	Remote Site Equipment (No Solar Required: Chile and Argentina)					
210001b-11	Remote Site Equipment (Labor)					\$2,696.23
210001c-11	Remote Site Equipment (Spares/Warranty)					\$62,347.76
210002-11	Program Management					\$11,802.58
210003-11	Space Segment					\$57,710.58
210004-11	Teleport Service					
210005-11	Terrestrial Service					\$965.38
210006-11	Frequency Clearances and Approvals					
210006a-11	Frequency Clearances and Approvals (Renewals)					
210007-11	Network Management and Operations Support (Equipment)					
210007a-11	Network Management and Operations Support (Labor)					\$4,831.94
210007b-11	Network Management and Operations Support (Spares/Warranty)					
210000-11	Total Period Cost					\$140,354.48

**B.3 MAXIMUM CONTRACT VALUE AND MINIMUM REVENUE GUARANTEE**

The total maximum value of all services under the Basic Contract (for all awardees combined) shall not exceed \$2.5 Billion, including the Options.

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

**B.4 GSA MANAGEMENT FEE**

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

Contractors must include the fee in their proposed prices on all Orders. The Contractor remits the fee to GSA in accordance with Section G.4.2.

**B.5 ORDER TYPE**

Orders under the Basic Contract will be firm fixed price.

Orders must be Task Orders in compliance with FAR 16.505.

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

**B.6 Performance Based Preference**

Pursuant to FAR 37.102(a), the Ordering Contracting Officer (OCO) (See Section G.2.3) must use performance-based acquisition methods to the maximum extent practicable.

**B.7 ORDER PRICING**

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

**B.8 TRAVEL PRICING**

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

**B.9 LABOR SUBJECT TO THE PROVISIONS OF SERVICE CONTRACT LABOR STANDARDS**

To the extent that any labor within scope of an Order and the Basic Contract, and subject to the provisions of (i) 41 U.S.C. Chapter 67, Service Contract Labor Standards (formerly known as the Service Contract Act of 1965); (ii) the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201, et seq.) and (iii)

related Secretary of Labor regulations and instructions (29 CFR parts 4, 6, 8, and 1925), the OCO must identify such work on the Order and apply wages in accordance with FAR Subpart 22.10, Service Contract Labor Standards Determinations.

Each Order must be tailored to include the appropriate FAR subpart Part 22.10 clauses.

(END OF SECTION B)

## SECTION C

### DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

#### C.1 OVERVIEW

##### C.1.1 CONTRACT OBJECTIVE

**C.1.1.1** The overarching objective for Complex Commercial SATCOM Solutions (CS3) is to create contracts as flexible and agile as possible to meet and satisfy the widely differing requirements of the Federal Government organizations both now and for the next decade and beyond. CS3 is intended to meet program goals for:

- Service Continuity
- Highly Competitive Prices
- High-Quality Service
- Full Service Vendors
- Operations Support
- Transition Assistance and Support
- Opportunities for Technical Innovation

**C.1.1.2** Contractors are sought who will provide worldwide commercial satellite communications (COMSATCOM) Complex Solutions. COMSATCOM Complex Solutions comprise customized engineered solutions to meet customers' unique COMSATCOM needs. These solutions may include any combination of fixed satellite services and/or mobile satellite services, components, and/or service enabling authorizations (e.g., host nation approvals, landing rights, frequency clearances, etc.) and components and ancillary equipment such as terminals, teleport, terrestrial tail circuits, Subscriber Identity Module (SIM) cards, and peripherals.

**C.1.1.3** COMSATCOM Complex Solutions may include, but are not limited to, design, development, licensing, integration, installation, testing, network management, engineering, full lifecycle logistics and operations support, and training. Delivered solutions may be turnkey systems comprising all elements of a system, or delivered solutions may be limited to integration of specific components with existing Government-provided elements. Examples of the types of COMSATCOM Complex Solutions the Contractor shall have the capability to deliver are included in this section; however, the specific COMSATCOM Complex Solutions to be procured will be defined in subsequent Task Orders.

### **C.1.2 EMERGING TECHNOLOGY AND SECURITY**

The Government recognizes that satellite technologies and services are rapidly evolving. Accordingly, the Government anticipates that services and solutions available under CS3 will be increased, enhanced, and upgraded as these improvements become available to COMSATCOM customers. It is anticipated that over the life of the CS3 contracts, the current information assurance policies and procedures for COMSATCOM Complex Solutions will continue to evolve to address system vulnerabilities and cyber-threats.

## **C.2 SUMMARY OF REQUIREMENTS**

Unless otherwise instructed in this Contract, the Contractor is solely responsible for all requirements stated herein.

### **C.2.1 MANAGEMENT REQUIREMENTS**

#### **C.2.1.1 Program Management**

**C.2.1.1.1** The Contractor shall employ project management processes and resources needed to plan, direct, coordinate, and implement the contract as well as control the requirements contained in the contract and priced Task Orders. The Contractor shall have the capability to manage multiple simultaneous Task Orders of varying complexity at worldwide locations, including:

- Methodologies and tools for planning the activities of its team(s)
- Scheduling, organizing, and deploying resources
- Controlling task execution, monitoring progress, and resolving critical issues

**C.2.1.1.2** The Contractor shall furnish effective and proactive management of the full Task Order lifecycle for COMSATCOM Complex Solution to include award, Task Order kickoff, transition and onboarding, design, procurement, development and staging, fielding, testing and integration, system acceptance, on-going maintenance and operational support. The Contractor shall manage and minimize Task Order risks at all subcontract tiers.

**C.2.1.1.3** The Contractor shall implement and maintain a governance and reporting structure that provides transparency and Government access to cost, schedule, and performance metrics, and supports timely delivery of services and accurate invoicing.

**C.2.1.1.4** The Contractor shall manage resources as required throughout the Task Order lifecycle to include staff recruitment, training and evaluation of performance. The Contractor shall have the capability to manage resources when there are reductions or surge in Task Order workload, and when there are requirement changes necessitating reallocation of resources.

**C.2.1.1.5** The Contractor shall document work to be allocated to Subcontractors and the processes for managing Subcontractors. The Contractor shall employ metrics that will be utilized with the Government and with Subcontractors to provide effective management of Task Order performance.

**C.2.1.1.6** On a Task Order basis, the Contractor shall provide resumes for personnel contributing to a COMSATCOM Complex Solution as requested to address specific personnel requirements.

## **C.2.1.2 System Engineering**

**C.2.1.2.1** The Contractor shall develop and document an engineered solution that addresses all requirements as outlined in this contract and the specific Task Order.

**C.2.1.2.2** The Contractor shall develop and document an engineered solution that identifies all equipment and resources proposed to satisfy the Task Order.

**C.2.1.2.3** The Contractor shall develop and document an engineered solution that provides the Contractor recommended plans to replace equipment and resources in case of failure, except in those cases where the Government has specific sparing requirements.

**C.2.1.2.4** The Contractor shall develop and document an engineered solution that addresses the use of Government furnished materials and resources as specified in the Task Order.

**C.2.1.2.5** The Contractor shall develop and document an engineered solution that implements the necessary quality processes and quality control. The Contractor shall provide the necessary infrastructure and practices to ensure service availability requirements identified in the Task Order.

**C.2.1.2.6** The Contractor shall develop and document an engineered solution that effectively identifies and assesses risk. The Contractor shall document and implement a risk management strategy for the Task Order.

**C.2.1.2.7** The Contractor shall update the engineered solution to reflect all Task Order modifications and incorporate Engineering Change Proposals (ECPs) as required.

**C.2.1.2.8** The Contractor shall ensure any Network Operations Center (NOC) identified as part of the engineered solution has the following minimum functional capabilities<sup>1</sup>:

- Spectrum and Network Monitoring
- Incident Response
- Automated Reporting

**C.2.1.2.9** The Contractor shall develop and document an engineered solution that identifies the applicable performance standards, specifies the set of performance metrics for the services the Contractor proposes to use, and describes in detail the methods and measurements with which the Contractor proposes to establish compliance with the performance standards. The Government reserves the right, on a Task Order basis, to identify the performance standards, specify the performance metrics, and describe the methods and measurements to establish compliance with the performance standards.

### **C.2.1.3 Information Security and Risk**

The Contractor shall ensure effective implementation and management of an information security program to provide security for all systems, networks, and data that support the operations of the organization. Additionally, the Contractor shall ensure that all COMSATCOM Complex Solutions provided are compliant with information assurance requirements.

### **C.2.1.4 Risk Management Framework**

The National Institute of Standards and Technology (NIST) working with the Department of Defense and other organizations developed a common information security framework for the Federal Government and its contractors. The Risk Management Framework (RMF) replaces the traditional certification and accreditation (C&A) process and includes a continuous monitoring process. The RMF steps<sup>2</sup> include:

**Categorize** the information system and the information processed, stored, and transmitted by that system based on an impact analysis.

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<sup>1</sup> Additional Functional Capabilities may be identified in the Task Order

<sup>2</sup> National Institute of Standards and Technology Special Publication 800-37 Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach, Section 1.1 and Section 2.1

**Select** an initial set of baseline security controls for the information system based on the security categorization; tailoring and supplementing the security control baseline as needed based on an organizational assessment of risk and local conditions.

**Implement** the security controls and describe how the controls are employed within the information system and its environment of operation.

**Assess** the security controls using appropriate assessment procedures to determine the extent to which the controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting the security requirements for the system.

**Authorize** information system operation based on a determination of the risk to organizational operations and assets, individuals, other organizations, and the Nation resulting from the operation of the information system and the decision that this risk is acceptable.

**Monitor** the security controls in the information system on an ongoing basis including assessing control effectiveness, documenting changes to the system or its environment of operation, conducting security impact analyses of the associated changes, and reporting the security state of the system to designated organizational officials.

The Contractor will develop a Risk Management Framework Plan that includes processes and procedures to accomplish all of the above steps except Authorize<sup>3</sup>. The Authorize step will be completed for each Task Order by the Ordering Activity. The Risk Management Framework Plan will be a post-award contract deliverable (see Section F.6).

#### **C.2.1.5 Climate Change Risk and Mitigation**

GSA has a leading role in ensuring that the Federal Government is better prepared to cope with the consequences of climate change that present many serious risks for government operations. These risks include damage to facilities and equipment and disruptions to communications networks. Climate change risk and mitigation shall be considered in the design and operations of services to be provided under this contract.

The Contractor shall incorporate climate change adaptation strategies into risk-management programs to reduce property, infrastructure, and supply chain vulnerabilities. This includes identifying mission critical facilities, products and services, evaluating business operations and supply chains that may be vulnerable and anticipating needs that may arise from climate change.

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<sup>3</sup> NIST 800-37 Security Authorization is the official management decision given by a senior organizational official to authorize operation of an information system and to explicitly accept the risk to organizations operations and assets, individuals, other organizations, and the Nation based on the implementation of an agreed-upon set of security controls.

Executive Order (E.O.) 13693, *Planning for Federal Sustainability in the Next Decade*, requires agencies to identify and address projected impacts of climate change on mission critical communication demands and consider those impacts in operational preparedness planning. In support of this requirement, contract awardees shall prepare and update as needed a Corporate Climate Risk Management Plan that identifies, and addresses mitigation of, climate change risks to land based equipment and services associated with the satellite communication services provided under this contract. The Corporate Climate Risk Management Plan will be a post-award contract deliverable (see Section F.6).

#### **C.2.1.6 Cost and Schedule**

The Contractor shall provide customers with accurate schedules and project status, timely and accurate invoicing, and provide account information as defined in subsequent Task Orders to the Ordering Contracting Officer (OCO), Contracting Officer's Representative (COR), and Task Leads.

### **C.2.2 GENERAL TECHNICAL REQUIREMENTS**

**C.2.2.1** The Contractor shall provide complete, customized engineered COMSATCOM Complex Solutions to meet customers' unique satellite communications needs. These solutions may include any combination of fixed satellite services or mobile satellite services components, and/or service enabling components such as terminals, teleport (to include both Gateway and Telemetry, Tracking, and Control (TT&C) systems), Network Operations Centers (NOC), and terrestrial interface tail circuits. The Contractor shall also have the ability to supply licensing, integration, network management, engineering services, and any necessary ancillary equipment and services.

**C.2.2.2** The Contractor shall provide the COMSATCOM system engineering design, configuration, installation, implementation, training, and on-going maintenance and operational support necessary to deliver a COMSATCOM Complex Solution. The Contractor shall design solutions that allow for purchase of solution components (where the Government retains ownership of equipment, e.g. satellite transponder) and/or leasing of solution components (where the Contractor retains ownership of equipment). The Contractor shall have the ability to provide a solution-specific combination of at least, but not limited to, the services identified below:

**C.2.2.2.1** Design and Engineering Services including, but not limited to, site surveys, developing specifications, drawings, reports, schedules and other related work products, configuration, procurement, implementation, installation and testing.

**C.2.2.2.2** Ongoing Maintenance and Operational Support Services including, but not limited to, network management, operations support, gateway operations, full lifecycle logistics support, quality assurance, asset management, maintenance and repair services.

**C.2.2.2.3** Customer Care and Helpdesk Support including, but not limited to, facilitating satellite and network access, responding to trouble calls and complaints with identified points of contact, availability, and procedures for problem resolution, information flow, and escalation. Personnel providing Customer Care and Helpdesk Support must be English-speaking. The individual customer requirements will define the methods of customer access and hours of operation up to 24 hours per day, 7 days a week.

**C.2.2.2.4** Training shall include, but is not limited to: satellite access procedures, equipment operations, and maintenance training.

## **C.2.3 REQUIRED COMSATCOM COMPLEX SOLUTION TYPES**

**C.2.3.1** COMSATCOM Complex Solutions include, but are not limited to, any combination of bandwidth, throughput, terminals, other user equipment, teleports, terrestrial tail circuits, networks, other terrestrial infrastructure, integration and engineering services, and installation, operations, and maintenance.

**C.2.3.2** The Contractor solutions shall meet the Information Assurance, Responsiveness, Portability, Flexibility/Optimization, Capacity, Coverage, Net Ready (Interoperability), Network Monitoring (Net Ops), Electro Magnetic Interference (EMI) / Radio Frequency Interference (RFI) Identification, Characterization, and Geo-location, and Security requirements outlined in Section C.2.4 as assigned by the Ordering Activity on a Task Order basis.

**C.2.3.3** The Contractor shall have the capability to deploy the necessary terminals, teleports, terrestrial tail circuits, networks, Integration Services, Engineering Services, Licensing, Network Management, Operations & Maintenance, and Training required by the Ordering Activity. The Contractor must provide documentation required to conduct Security Assessments and obtain a Security Authorization.<sup>4</sup>

**C.2.3.4** The Contractor shall provide the necessary capabilities and deliver solutions of the scope herein, in response to requirements aligning with the COMSATCOM Complex Solution types described in C.2.3.4.1 through C.2.3.4.9. Additionally, content/solution types/applications (e.g., broadcast technology) that is connected to a satellite network may be considered in-scope if the majority of the solution is satellite-orientated.

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<sup>4</sup> See footnote 2.

**C.2.3.4.1. Interactive Services.** The Contractor shall have the capability to provide complete, customized engineering solutions to support 24x7 Interactive Services requirements. Interactive Services involve the ability to connect multiple locations into a real-time two-way interactive network, mostly involving audio and video. Interactive Services include Distance Learning and Telemedicine type requirements. Interactive Services are often characterized by distribution of a common information stream to multiple locations, scheduling components, and conditional access management. Interactive Services must allow for changes to the information stream, distribution locations, and network configurations. Interactive Services must also accommodate changing circumstances and variances with terrestrial communication components and systems, to address the level of customer tolerance for latency, delay, jitter, and packet loss.

**C.2.3.4.2 Continuity of Operations (COOP).** The Contractor shall have the capability to provide complete, customized engineering solutions to support COOP requirements. COOP involves the pre-planned establishment and deployment of a backup or alternative communications infrastructure in anticipation that a natural or human-caused event disables or destroys the normal, primary communications infrastructure and is focused on reconstitution of the critical communications functionality to continue minimal essential and/or normal operations. When the COOP capability is required, activation is often required within 24 hours. COOP includes developing an alternative for portions of, or the entirety of, the normal, primary communications infrastructure, and can be

as simple as a set of new Internet Protocol addresses or as complex as replicating the functionality of the entire primary, terrestrial infrastructure. COOP can include requiring a completely different set of hardware, personnel, and network paths, and associated terrestrial infrastructure as an ancillary component of the COMSATCOM Complex Solution.

**C.2.3.4.3 Broadcast Satellite Service (BSS).** The Contractor shall have the capability to provide complete, customized engineering solutions to support BSS requirements. BSS involves the collection of voice, video, and/or data into one central site and subsequent distribution of that information (typically one-way) to multiple fixed and/or mobile locations. BSS includes Streaming Media type requirements. BSS is often characterized by high bandwidth requirements, dedicated, fully utilized data streams for the duration of the broadcast, live or real-time distribution, access control for different portions of the information stream, and minimum customer tolerance for latency, delay, and jitter.

**C.2.3.4.4 Fleet and Asset Tracking & Reporting Services.** The Contractor shall have the capability to provide complete, customized engineering solutions to support Fleet and Asset Tracking & Reporting Services requirements. Fleet and Asset Tracking & Reporting Services involve the ability for deployed equipment (e.g., sensors) to send real-time location and/or status information or the ability to send messages or other data to the fleet. Fleet and Asset Tracking & Reporting Services include machine-to-machine (M2M) technologies and data transfer.

**C.2.3.4.5 Emergency Responder Operations.** The Contractor shall have the capability to provide complete, customized engineering solutions to support Emergency Responder Operations. Emergency Responder Operations involve reconstituting a communications infrastructure in response to a natural or human-caused event that disrupts or destroys the normal, pre-existing communications infrastructure. Emergency Responder Operations involves an ad-hoc, immediate need communications requirement that eventually reverts back to communications infrastructure previously used or restored. Emergency Responder Operations needs quick responsiveness from a few hours to a few days, and optimally provides interoperability among different types of responders, transportability, quick design, implementation, and activation, and the ability to reach back into headquarters and shared information sources. Additionally, it is not uncommon for the requirement to grow significantly from a small number of users (e.g., initial responders) to a large number (e.g., coordinated large-scale humanitarian effort) within a moderate period of time (e.g., within 30 days).

**C.2.3.4.6 Steady State Operations.** The Contractor shall have the capability to provide complete, customized engineering solutions to support Steady State Operations requirements which are generally long duration baseline communications services and infrastructure to support enduring user requirements. Steady State Operations include significant pre-planning with more time allowed for design, configuration, implementation, and activation times, ubiquitous access to collaborative and integrated users, fixed infrastructure that responds more slowly to changes, lower priority with the ability to be pre-empted by a higher priority (e.g. Emergency Responder Operations or Direct Customer Operations) short term need for the same communications resources. Steady State Operations generally has high sensitivity to the cost of the technical capability delivered.

**C.2.3.4.7 Direct Customer Operations.** The Contractor shall have the capability to provide complete, customized engineering solutions to support Direct Customer Operations requirements which are typically of short duration to support a specific mission. Direct Customer Operations involve the creation of a communications infrastructure to support specific Customer operations, usually because no pre-existing communications infrastructure is available. Direct Customer Operations include the ability to collaborate among various types of Customers and connect Customers operating on the tactical edge back to headquarters and shared information sources. Direct Customer Operations often require transportability and mobility, personnel and facility security, information assurance, and the ability to reconfigure and/or reconstitute quickly in response to changing situations during prosecution of the mission with real-time insight into communications networks status, and moderate to quick responsiveness requirements with deployment required in several hours to several days. These communications solutions can be high priority with the ability to pre-empt other uses of the same communications resources, and typically the cost of the solution is a much lower priority than the ability to utilize the solution as part of executing the mission. Additionally, the requirement may grow significantly from a small number of users (e.g., 50 users or less) to a much larger number within a moderate period of time (e.g., within 30 days).

**C.2.3.4.8 Stand-alone Satellite Professional Support Services.** **[APPLICABLE FOR SMALL BUSINESS CONCERNS ONLY].** The Contractor shall provide COMSATCOM-related Professional Support Services for all COMSATCOM Complex Solution components to include any or all support services. These services include, but are not limited to, abstract or concept studies and analysis, strategic and preliminary planning, requirements definition and analysis, evaluation of alternative technical approaches, modeling and simulation, enterprise architecture design, cost-performance trade-off analysis, feasibility analysis, regulatory compliance support, system engineering, independent verification and validation, network performance assessment, and, and Information Assurance Security Assessment and Security Authorization.

**C.2.3.4.9** The Government reserves the right to issue requirements aligned with COMSATCOM Complex Solution types not included in the list above.

## **C.2.4 REQUIRED COMSATCOM COMPLEX SOLUTION ATTRIBUTES**

Required COMSATCOM Complex Attributes are common attributes that apply to all COMSATCOM Complex solution types. These attributes are in line with the COMSATCOM attributes that were validated by the DoD Joint Staff Net-Centric Functional Capabilities Board (NC FCB) Memorandum, "The Net-Centric Assessment of Commercial Satellite Capabilities," dated 21 February 2006."

#### **C.2.4.1      Information Assurance**

**C.2.4.1.1**      The Contractor shall comply with: The Committee on National Security Systems Policy (CNSSP) 12, "National Information Assurance Policy for Space Systems used to Support National Security Missions," or Department of Defense Instruction (DoDI) 8581.01, "Information Assurance (IA) Policy for Space Systems Used by the Department of Defense."

**C.2.4.1.2**      The Contractor shall comply with the Federal Information Security Management Act of 2002 as implemented by Federal Information Processing Standards Publication 200 (FIPS 200), "Minimum Security Requirements for Federal Information and Information Systems." All Contractor solutions will be evaluated against a moderate-impact information system (per FIPS 200) that is described in the current revisions of National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," NIST SP 800-37 "Guide for Applying the Risk Management Framework to Federal Information Systems", DoD Instruction (DoDI) 8500.01, "Cybersecurity," DoDI 8510.01, "Risk Management Framework (RMF) for DoD Information Technology (IT)" and associated documents.

**C.2.4.1.3**      On a Task Order basis, the Ordering Activity shall assign an impact level (Low, Moderate, or High, per FIPS 200, NIST SP 800-53, DoDI 8500.01 and DoDI 8510.01) prior to issuing the initial statement of work. Task Order evaluations shall consider the extent to which the Contractor solutions complies with the necessary security controls based upon the assigned impact level, command encryption/authentication, and other requirements in CNSSP 12 and/or DoDI 8581.1.

**C.2.4.1.4**      The Contractor's information assurance boundary is where the Contractor's services connect to the user terminals/equipment (i.e., includes satellite command encryption (ground and space); systems used in the Satellite Operations Centers (SOCs), Network Operations Centers (NOCs), Business Support Systems (BSS), and teleport; and terrestrial infrastructure required for service delivery). On a Task Order basis, the Ordering Activity shall define the IA boundary in their Statement of Work or Performance Work Statement (PWS).

**C.2.4.1.5** The Ordering Activity reserves the right to independently evaluate, audit, and verify the IA compliance for any proposed or awarded COMSATCOM Complex Solution. The Contractor must provide documentation required to conduct Security Assessments and Security Authorization. All IA Security Assessments and Security Authorizations are the responsibility of the Ordering Activity.

**C.2.4.2 Responsiveness**

**C.2.4.2.1** As specified on a Task Order basis, the Contractor shall deliver solutions in one of the following timeframes after Task Order award:

**C.2.4.2.1.1** Standard Service Delivery (30 calendar days or less). Standard Service Delivery is the time required under normal conditions for COMSATCOM Complex Solutions to be available.

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

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

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

**C.2.4.3 Portability**

**C.2.4.3.1** The Contractor shall have the capability to redeploy COMSATCOM services, subject to availability. Portability shall be provided within the COMSATCOM Contractor's resources at any time as requested by the Ordering Activity and is not limited to the examples provided below. When portability is exercised, evidence of equivalent net present value (NPV<sup>5</sup>) shall be provided by the Contractor. Alternatively, prior to Task Order award, specific pre-defined terms and conditions for portability and related services including pricing and/or other contract terms may be negotiated and defined in the individual Task Order.

**C.2.4.3.2** Portability may include moving from one transponder/satellite to another, one managed service area to another, transponded capacity redeployment between beams or transponders on a single satellite, redeployment from one frequency band to another, physical relocation of a satellite to a new orbital position, re-routing of teleport services from one teleport to another pre-defined teleport, re-routing of traffic from one terrestrial infrastructure to another pre-defined infrastructure, and movement of Network Operations Center (NOC) services from one NOC to another NOC.

**C.2.4.3.3** Any changes to the network architecture as a result of portability will require the Contractor to provide updated documentation to obtain approval / review of the security authorization with the Ordering Activity.

#### **C.2.4.4** **Flexibility/Optimization**

**C.2.4.4.1** The Contractor shall have the capability to re-groom resources for spectral, operational, or price efficiencies. Flexibility/optimization shall be provided within the COMSATCOM Contractor's resources at any time as requested by the Ordering Activity. When flexibility/optimization is exercised, evidence of equivalent net present value (NPV<sup>6</sup>) shall be provided by the Contractor. The Contractor is encouraged to submit re-grooming approaches for Ordering Activity consideration that may increase efficiencies for existing COMSATCOM Complex Solutions. Alternatively, prior to Task Order award, specific pre-defined terms and conditions for re-grooming including pricing and/or other contract terms may be negotiated and defined in the individual Task Order.

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<sup>5</sup> For example, one-year of service for a transponder valued at \$1M/year is traded for six-months of service on a transponder valued at \$2M/year.

<sup>6</sup> For example, one-year of service on a less efficient arrangement of contractor resources is traded for nine-months of services on a more efficient arrangement of contractor resources that provides an operational efficiency to the Ordering Activity's customers.

**C.2.4.4.2** Re-grooming may include, but is not limited to, analysis of space segment, teleport, and network resource utilization in order to increase the number of carriers on existing allocated bandwidth and/or terminals and/or increasing the data rates on individual Task Orders through the implementation of advanced coding, modulation, and/or hardware upgrades.

**C.2.4.4.3** Any changes to the network architecture as a result of regrooming will require the Contractor to provide updated documentation to obtain approval / review of the security authorization with the Ordering Activity.

#### **C.2.4.5 Capacity**

**C.2.4.5.1** The Government has requirements for scalable COMSATCOM capacity in any COMSATCOM frequency band. The Contractor must be able to provide scalable capacity in any available COMSATCOM frequency band in support of US Government COMSATCOM requirements. The Contractor must be able to demonstrate how they will provide surge capacity to the US Government when required at the individual Task Order level.

**C.2.4.5.2** Any changes to the network architecture to provide surge capability will require the Contractor to provide updated documentation to obtain approval / review of the security authorization with the Ordering Activity.

#### **C.2.4.6 Coverage**

**C.2.4.6.1** The Government has requirements for COMSATCOM coverage anywhere in the world and in any COMSATCOM frequency band. The Contractor must be able to provide coverage anywhere worldwide in any available COMSATCOM frequency band. Specific pre-defined coverage may be negotiated and defined in the individual Task Order.

#### **C.2.4.7 Network Monitoring (Net Ops)**

**C.2.4.7.1** The Contractor shall have the capability to electronically collect and deliver near real-time spectrum and network monitoring, fault/incident/outage reporting, and information access to ensure effective

and efficient operations, performance, and availability, consistent with commercial practices. Consistent with the Contractor standard management practices, the Net Ops information will be provided on a frequency (example: every 6 hours, daily) and format (example: SNMP, XML) as defined in a requirement to a location/entity/electronic interface defined by the Ordering Activity. Prior to Task Order award, specific pre-defined terms and conditions for Net Ops collection and delivery may be negotiated and defined in the individual Task Order.

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

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

#### **C.2.4.9 Security**

**C.2.4.9.1** To ensure the capability to respond to Secret national security requirements as identified in C.2.4.9.3 – C.2.4.9.6, the CS3 Contract is requiring contractors to obtain a Secret Facility Clearance with Secret level Safeguarding, and COMSEC requirements. The DD Form 254 (Contract Security Classification Specification) reflects these requirements and is attached (see sample Contract DD Form 254 in Section J). The GSA will issue a DD Form 254 upon contract award.

**C.2.4.9.2** Task orders may require and identify higher level Facility, Safeguarding, special access, and COMSEC requirements. These requirements will be identified on the agency-specific DD Form 254 to be awarded at the Task Order level. A blank DD Form 254 is available at the following site: [www.dtic.mil/whs/directives/forms/eforms/dd0254.pdf](http://www.dtic.mil/whs/directives/forms/eforms/dd0254.pdf)

**C.2.4.9.3** The Contractor is responsible for providing personnel with appropriate security clearances to ensure compliance with government security regulations, as specified within the CS3 DD 254 and Task 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 include Sensitive Compartmented Information (SCI), Special Access Programs (SAP), or agency-specific access, such as a Q.

**C.2.4.9.4** The Contractor may be required to obtain/possess varying levels of personnel and facility security clearances up to U.S. Government TOP SECRET/Sensitive Compartmented Information (TS/SCI) or equivalent clearances assigned by the National Security Authority of a North Atlantic Treaty Organization (NATO) Member State or Major Non-NATO Ally.

**C.2.4.9.5** The Contractor may be required to provide physical security (e.g., personnel or equipment protection).

**C.2.4.9.6** For incident resolution involving classified matters, the Contractor shall provide appropriately cleared staff who can affect COMSATCOM services operations (example: satellite payload operations, network operations). The Contractor shall provide a minimum of one operations staff member AND a minimum of one person with the authority to commit the company if resolution requires business impacting decisions (example: Chief Executive Officer, Chief Operations Officer, etc.).

**C.2.4.9.7** When Communications Security (COMSEC) or Transmission Security (TRANSEC) equipment or keying material is placed in the equipment/terminal shelter, the Contractor shall ensure compliance with applicable physical security directives/guidelines and that all deployed equipment/terminal operations and maintenance personnel shall possess the appropriate clearances, equal to or higher than the classification level of the data being transmitted. Where local regulations require use of foreign personnel for terminal operations and maintenance, then the Contractor shall ensure compliance with applicable security directives/guidelines and document to the U.S. Government's satisfaction that protective measures are in place and such individuals have equivalent clearances granted by the local host nation.

**C.2.4.9.8** For classified operations security (OPSEC), the Contractor shall ensure that all personnel in direct contact with classified OPSEC indicators (example: the unit, location, and time of operations) have U.S. SECRET or higher personnel security clearances, or, as appropriate, equivalent clearances assigned by the National Security Authority of a NATO Member State or Major Non-NATO Ally, in accordance with applicable security directives and guidelines.

**C.2.4.9.9** To ensure the capability of communicating classified intelligence information to satellite vendors, cleared satellite vendor staff must have access to secure voice communications for emergency purposes. Communications security (COMSEC) equipment certified by the National Security Agency (NSA) to secure critical unclassified information (CUI) and up to and including SECRET communication transmissions at all operations centers is required.

**C.2.4.9.10** The Contractor shall have the capability to “mask” or “protect” users against unauthorized release of identifying information to any entity that could compromise operations security. Identifying information includes but is not limited to personal user and/or unit information including tail numbers, unit names, unit numbers, individual names, individual contact numbers, street addresses, etc.

**C.2.4.10 Net Ready (Interoperability)**

The Contractor shall deliver solutions that are consistent with commercial standards and practices. Contractor solutions shall have the capability to access and/or interoperate with Government or other Commercial teleports/gateways and provide enterprise service access to or among networks or enclaves. Interfaces may be identified as interoperable

on the basis of participation in a sponsored interoperability program. Any such access and/or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual Task Order requirements.

(END OF SECTION C)

## **SECTION D**

### **PACKAGING AND MARKING**

#### **D.1 GENERAL**

All information submitted to the Procuring Contracting Officer (PCO) the Program Manager (PM), the Contracting Officer's Representative (COR), or the Ordering Contracting Officer (OCO) shall clearly indicate the Contract Number, the Task Order number, and attention to the specific addressee, as applicable.

If an Ordering Agency desires other than standard packing, packaging, or markings, the Ordering Agency shall specifically define those requirements at the individual Task Order level.

#### **D.2 UNCLASSIFIED AND CLASSIFIED MARKING**

Unclassified data shall be prepared for shipment in accordance with requirements set forth by the Ordering Agency at the individual Task Order level, or if none is specified, pursuant to industry standards.

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

#### **D.3 PACKING, MARKING, AND STORAGE OF EQUIPMENT**

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

#### **D.4 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES**

##### **D.4.1 552.211-73 MARKING (FEB 1996)**

(a) General requirements. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards:

- (1) Deliveries to civilian activities. Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.
- (2) Deliveries to military activities. Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) Improperly marked material. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor, to perform the required marking, by contract or otherwise, and charge the Contractor therefore at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

(End of clause)

#### **D.4.2 552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996)**

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container 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)

#### **D.4.3 552.211-77 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)

#### **D.4.4 552.211-85 CONSISTENT PACK AND PACKAGE REQUIREMENTS (JAN 2010)**

The Contractor is advised that the Government will, where possible, order in full shipping containers and/or unitized loads. If volume warrants, the Government may also order in truckload or carload quantities provided such quantities do not exceed the maximum order limitation of this contract.

When the number of items per unit container, intermediate container and/or shipping container is not specified for an item, the offeror will state, in the spaces provided in the schedule of items, the number of items to be provided in each container. The quantities which are accepted at the time of award shall remain in effect throughout the term of the contract unless the Contracting Officer approves in writing a request by the Contractor to change the package quantities. Requests for changes shall be directed to the Contracting Officer or Administrative Contracting Officer, whichever is applicable.

(End of clause)

#### **D.4.5 552.211-87 EXPORT PACKING (JAN 2010)**

(a) Offerors are requested to quote, in the pricelist accompanying their offer (or by separate attachment), additional charges or net prices covering delivery of the items furnished with commercial or military export packing. Military export packing, if offered, shall be in accordance with Mil-Std-2073-1 Level A or B as specified. If commercial export packing is offered, the offer or pricelist shall include detailed specifications describing the packing to be furnished at the price quoted.

(b) Ordering activities will not be obligated to utilize the Contractor's services for export packing accepted under this solicitation, and they may obtain such services elsewhere if desired. However, the Contractor shall furnish items export packed when such packing is specified on the purchase order.

(End of clause)

#### **D.4.6 552.211-90 SMALL PARTS (JAN 2010)**

All small parts required to be furnished with machines covered by contracts resulting from this solicitation shall be packed in envelopes, sealed, identified with part numbers and quantity on outside of envelopes. Larger parts must be individually tagged and identified with part number on face of tag.

(End of clause)

**D.4.7 552.211-92 RADIO FREQUENCY IDENTIFICATION (RFID) USING PASSIVE TAGS (JAN 2010)**

Radio Frequency Identification shall be required on all non-bulk shipments to the Defense Logistics Agency (DLA) or Department of Defense (DoD) destinations. Shipments shall be tagged in accordance with 48 CFR clause 252.211-7006. Shipments to GSA Distribution Centers with final destinations to DLA and DoD shall be in compliance to 48 CFR 252.211-7006. Copies may be obtained from <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>.

(End of clause)

(END OF SECTION D)

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

#### **E.1 FEDERAL ACQUISITION REGULATION (FAR) CLAUSE 52.252-2 INCORPORATED BY REFERENCE (FEB 1998)**

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

(End of Clause)

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

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

**E.2.1 52.246-2      Inspection of Supplies-Fixed-Price (Aug 1996)**

**E.2.2 52.246-4      Inspection of Services—Fixed-Price (AUG 1996)**

**E.2.3 52.246-11      Higher-Level Contract Quality Requirement (Dec 2014)**

**E.2.4 52.246-15      Certificate of Conformance (Apr 1984)**

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

(END OF SECTION E)

## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

#### **F.1 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES**

##### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)**

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

(End of Clause)

**F.1.1 52.242-15 Stop-Work Order (Aug 1989)**

**F.1.2 52.242-17 Government Delay of Work (Apr 1984)**

#### **F.2 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES**

##### **APPLICABLE AT THE ORDER LEVEL**

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

**F.2.1 52.211-8 Time of Delivery (Jun 1997)**

**F.2.2 52.211-8 Time of Delivery, Alternate I (Apr 1984)**

**F.2.3 52.211-8 Time of Delivery, Alternate II (Apr 1984)**

**F.2.4 52.211-8 Time of Delivery, Alternate III (Apr 1984)**

**F.2.5 52.211-9 Desired and Required Time of Delivery (Jun 1997)**

**F.2.6 52.211-9 Desired and Required Time of Delivery, Alternate I (Apr 1984)**

**F.2.7 52.211-9 Desired and Required Time of Delivery, Alternate II (Apr 1984)**

**F.2.8 52.211-9 Desired and Required Time of Delivery, Alternate III (Apr 1984)**

**F.2.9 52.211-16 Variation in Quantity (Apr 1984)**

**F.2.10 52.211-17 Delivery of Excess Quantities (Sept 1989)**

**F.2.11 52.247-34 F.o.b. Destination (NOV 1991)**

**F.2.12 52.247-35 F.o.b. Destination, With Consignee's Premises (APR 1984)**

- F.2.13 52.247-36 F.a.s. Vessel, Port of Shipment (Apr 1984)
- F.2.14 52.247-37 F.o.b. Vessel, Port of Shipment (Apr 1984)
- F.2.15 52.247-38 F.o.b. Inland Carrier, Point of Exportation (Feb 2006)
- F.2.16 52.247-39 F.o.b. Inland Point, Country of Importation (Apr 1984)
- F.2.17 52.247-40 Ex Dock, Pier, or Warehouse, Port of Importation (Apr 1984)
- F.2.18 52.247-41 C.&F. Destination (Apr 1984)
- F.2.19 52.247-42 C.i.f. Destination (Apr 1984)
- F.2.20 52.247-43 F.o.b. Designated Air Carrier's Terminal, Point of Exportation (Feb 2006)
- F.2.21 52.247-44 F.o.b. Designated Air Carrier's Terminal, Point of Importation (Apr 1984)
- F.2.22 52.247-48 F.o.b. Destination-Evidence of Shipment (Feb 1999)
- F.2.23 52.247-52 Clearance and Documentation Requirements-Shippments to DoD Air or Water Terminal Transshipment Points (Feb 2006)
- F.2.24 52.247-55 F.o.b. Point for Delivery of Government-Furnished Property (June 2003)
- F.2.25 52.247-58 Loading, Blocking, and Bracing of Freight Car Shipments (Apr 1984)
- F.2.26 52.247-59 F.o.b. Origin-Carload and Truckload Shipments (Apr 1984)
- F.2.27 52.247-61 F.o.b. Origin-Minimum Size of Shipments (Apr 1984)
- F.2.28 52.247-65 F.o.b. Origin, Prepaid Freight-Small Package Shipments (Jan 1991)

**F.2.29 52.247-57 Transportation Transit Privilege Credits (Apr 1984)**

(a) If the offeror has established with regulated common carriers transit privileges that can be applied to the supplies when shipped from the original source, the offeror is invited to propose to use these credits for shipping the supplies to the designated Government destinations. The offeror will ship these supplies under commercial bills of lading, paying all remaining transportation charges connected with the shipment, subject to reimbursement by the Government in an amount equal to the remaining charges but not exceeding the amount quoted by the offeror.

(b) After loading on the carrier's equipment and acceptance by the carrier, these shipments under paid commercial bills of lading will move for the account of and

at the risk of the Government (unless, pursuant to the Changes clause, the office administering the contract directs use of Government bills of lading).

(c) The amount quoted below by the offeror represents the transportation costs in cents per 100 pounds (freight rate) for full carload/truckload shipments of the supplies from offeror's original source, via offeror's transit plant or point, to the Government destination(s) including the carrier's transit privilege charge, less the applicable transit credit (i.e., the amount (rate) initially paid to the carrier for shipment from original source to offeror's transit plant or point).

(d) The rate per CWT quoted will be used by the Government to evaluate the offered f.o.b. origin price unless a lower rate is applicable on the date of bid opening (or closing date specified for receipt of offers). To have the offer evaluated on this basis, the offeror must insert below the remaining transportation charges that the offeror agrees to pay, including any transit charges, subject to reimbursement by the Government, as explained in this clause, to destinations listed in the Schedule as follows:

Rate Per CWT in Cents: \_\_\_\_\_  
To Destination: \_\_\_\_\_

(End of clause)

#### **F.2.30 52.247-60 Guaranteed Shipping Characteristics (Jan 2017)**

(a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of container: Wood Box  Fiber Box , Barrel , Reel , Drum , Other (Specify) \_\_\_\_\_;
- (ii) Shipping configuration: Knocked-down , Set-up , Nested , Other (specify) \_\_\_\_\_;
- (iii) Size of container: \_\_\_\_\_" (Length), x \_\_\_\_\_" (Width), x \_\_\_\_\_" (Height) = \_\_\_\_\_ Cubic Ft;
- (iv) Number of items per container \_\_\_\_\_ each;
- (v) Gross weight of container and contents \_\_\_\_\_ Lbs;

- (vi) Palletized/skidded  Yes  No;
- (vii) Number of containers per pallet/skid \_\_\_\_\_;
- (viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;
- (ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs Cube \_\_\_\_\_;
- (x) Number of containers or pallets/skids per railcar \_\_\_\_\_\*
- (A) Size of railcar \_\_\_\_\_
- (B) Type of railcar \_\_\_\_\_
- (xi) Number of containers or pallets/skids per trailer \_\_\_\_\_\*
- (A) Size of trailer \_\_\_\_\_ Ft
- (B) Type of trailer \_\_\_\_\_

\* Number of complete units (line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_.

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

#### **F.2.31 52.247-62 Specific Quantities Unknown (Apr 1984)**

(a) For the purpose of evaluating "f.o.b. destination" offers, the Government estimates that the quantity specified will be shipped to the destinations indicated:

Estimated Quantity	Destination(s)
_____	_____
_____	_____

(b) If the quantity shipped to each destination varies from the quantity estimated, and if the variation results in a change in the transportation costs, appropriate adjustment shall be made.

(End of clause)

### **F.3 TERM OF BASIC CONTRACT**

The period of performance consists of one (1) five-year base period plus one (1) three-year option period and one (1) two-year option period (Ordering Period of Performance). The Government may unilaterally exercise the option periods.

Base period	05/03/2017 through 05/02/2022
Option period 1	05/03/2022 through 05/02/2025
Option period 2	05/03/2025 through 05/02/2027

The Government may extend the term of this contract by written notice in accordance with FAR 52.217-9, Option to Extend the Term of the Contact.

### **F.4 TASK ORDER PERIOD OF PERFORMANCE**

The term for each Order placed under the Basic Contract shall be specified in the individual Order. Under no circumstances may an Order be placed under the Basic Contract if the Basic Contract has expired, or has been terminated or cancelled by the Government. Based upon the schedule in F.3, the Base Period expires May 2, 2022. If all options are exercised, the Basic Contract will expire on May 2, 2027. (See FAR 52.216-18, 52.216-19 and 52.216-22.) Task Order performance can be performed up to May 2, 2032, which is past the Basic Contract expiration date, only when: (1) orders are issued before May 2, 2027; and (2) options are included at initial issuance of the Order. The FAR Clause 52.217-8 Option to Extend Services cannot be used to extend work past May 2, 2032.

After the CS3 basic contract term expires, CS3 will remain an active contract until the final task order is closed-out and shall govern the terms and conditions with respect to active task orders to the same extent as if it were completed during the CS3 basic contract term.

Accordingly, the cumulative term of CS3 basic contract may span up to 10 years. No individual task orders may exceed ten (10) years, inclusive of options, from the date that the task order is placed; the cumulative term of all task orders placed under CS3 may span up to 15 years.

Notwithstanding anything to the contrary above, an ordering agency may place a multi-year task order under the CS3 Basic Contract; a task order using multi-year contracting methods must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.

## F.5 PLACE OF PERFORMANCE

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

## F.6 DELIVERIES

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

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

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

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

**Table F.6-1 Contractor Deliverables**

ID	SECTION	DELIVERABLE TITLE	FREQUENCY
1	C.2.1.4	Risk Management Framework Plan	60 days after award then annually
2	C.2.1.5	Corporate Climate Risk Management Plan	60 days after award then annually
3	C.2.4.9	DD Form 254, Contract Security Classification Specification	15 days after contract award then as needed
4	G.5.1	Monthly Business Volume (Sales) Report	Monthly
5	G.5.2	Monthly Revenue Report	Monthly
6	G.5.3	Annual Program Review Report	Annually, no later than 3 business days prior to the scheduled program review
7	G.5.4	Subcontracting Reports	See FAR Clause 52.219-9
8	G.7	Insurance	30 days after award then annually within 30 calendar days after the end of each year of the CS3 basic contract term

9	G.9	Marketing & Promotional Materials	Prior to distribution, GSA review and approval required
10	H.5	Draft News Releases	Prior to distribution, GSA review and approval required
11	G.11	Order Close-out Report	Annually, within 30 calendar days after the end of each year of the CS3 basic contract term
12	H.4	Redacted Contract/ Redacted Modifications	Within 15 calendar days of base contract award and all modifications

Information on how to submit the deliverables listed in the table above will be provided to the Contractors by the GSA SATCOM Program Management Office after contract award. Unless otherwise specified, submit to CS3@gsa.gov.

(END OF SECTION F)

## **SECTION G**

### **CONTRACT ADMINISTRATION**

#### **G.1 AUTHORIZED USERS**

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

This Basic Contract is for use by all Federal agencies, and others as listed in General Services Administration (GSA) Order ADM 4800.2H, ELIGIBILITY TO USE GSA SOURCES OF SUPPLY AND SERVICES, June 2013, as modified from time to time.

#### **G.2 ROLES AND RESPONSIBILITIES**

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

##### **G.2.1 GSA Program Manager (PM)**

The Government has appointed a Program Manager (PM), who shall perform various programmatic functions for the overall success of the Future COMSATCOM Services Acquisition (FCSA) program, including Complex Commercial SATCOM Solutions (CS3). The PM has no actual, apparent or implied authority to bind the Government for any acts or omissions.

##### **G.2.2 Procuring Contracting Officer (PCO)**

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

##### **G.2.3 Ordering Contracting Officer (OCO)**

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

The OCO for each Order is the sole and exclusive Government Official with actual authority to take actions which may bind the Government for that Order. Contractors shall ensure that an OCO has the required DPA. Contractors that accept orders from a Government representative who does not have the authorized DPA do so at their own risk. To ensure the required delegation, Contractors may request a copy of the OCO delegation prior to award of an Order if the Contractor does not have a copy of the OCO delegation.

#### **G.2.4 Contracting Officer's Representative (COR)**

The PCO will designate a COR at the basic contract level to monitor the basic contract-level deliverables. At the Task Order level, the OCO may designate a COR to provide assistance to the OCO.

The specific rights and responsibilities of the CORs shall be described in writing, which upon request shall be provided to the Contractor. A COR has no actual, apparent or implied authority to bind the Government.

#### **G.2.5 Ombudsman**

Pursuant to FAR 16.505 (a)(10)(i) no protest is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for (A) a protest on the grounds that the order increases the scope, period of performance, or maximum value of the contract; or (B) a protest of an order valued in excess of \$10 million.

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

### **G.3 ORDERING PROCEDURES**

**G.3.1** Ordering procedures must comply with the following:

**G.3.1.1** FAR 16.505;

**G.3.1.2** Orders are not exempt from the development of acquisition plans (see FAR Subpart 7.1), and an information technology acquisition strategy (see FAR Part 39);

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

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

- G.3.1.5** All costs associated with the preparation, presentation, and discussion of the Offeror's proposal in response to a TOR will be at the Offeror's sole and exclusive expense; and
- G.3.1.6** All orders placed under the Basic Contract are subject to the terms and conditions of the Basic Contract at time of order award. In the event of any conflict between the Order and the Basic Contract, the Basic Contract will take precedence.
- G.3.1.7** Orders placed by OCOs may include required Agency provisions/clauses.
- G.3.1.8** Orders may be issued by any electronic commerce methods deemed acceptable by the Ordering Activity.

### **G.3.2 Statement of Work/Performance Work Statement**

Per FAR 37.102(e), to the maximum extent practicable, the Ordering Activity shall describe the need to be filled using performance-based acquisition methods. A written SOW or PWS will always be used. The OCO will provide the SOW/PWS to the GSA PCO and GSA PM. The GSA PCO will provide a scope determination to the OCO.

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

Scope reviews can be conducted by GSA and completed in parallel with the OCO's Task Order acquisition activities. In Task Orders requiring immediate delivery of service for an urgent requirement, the GSA scope review may be completed after the Task Order is awarded.

### **G.3.3 Fair Opportunity**

OCOs must follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2). Use of the GSA eBuy system by the OCO will ensure that all Basic contract holders are notified of each Task Order request. Information and instruction on the use of the eBuy system is furnished at [www.gsa.gov/ebuy](http://www.gsa.gov/ebuy)

### **G.3.4 Order Evaluation**

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

### **G.3.5 Subcontractors**

The Government has not pre-approved any Subcontractors in making awards for the Basic Contract. If a Contractor proposes a Subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-6 and/or FAR 52.244-2, and FAR Part 44. The Government reserves the right to determine the responsibility of prospective major Subcontractors.

## **G.4 BILLING AND INVOICING**

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

### **G.4.1 System for Award Management (SAM)**

Contractors shall register in the System for Award Management (SAM), which is a central database of data in support of Agency missions, prior to being awarded a contract (FAR 52.204-7). Registration requires that the Contractor be issued a Data Universal Numbering System (DUNS) number. Contractors may obtain information on registration at <https://www.acquisition.gov>. Contractors may obtain a DUNS number via the Internet at <http://fedgov.dnb.com/webform>.

### **G.4.2 GSA Management Fee**

The GSA Management Fee for the CS3 contracts is two percent (2%). This fee shall be included in all prices. The Contractor shall not invoice for the GSA Management Fee as a separate line item.

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

## **G.5 REPORTING REQUIREMENTS**

The Monthly Business Volume (Sales) Report and Monthly Revenue Report identified in this section shall be remitted to GSA via the GSA SATCOM Report Portal. Information on how to access the portal will be provided to the Contractors by GSA after contract award.

### **G.5.1 Monthly Business Volume (Sales) Report**

The Contractor shall provide Monthly Business Volume (Sales) Reports using the format specified in Section J, Attachment J-5, in Microsoft Excel 2007 format. The Report shall be remitted to GSA via the GSA SATCOM Report Portal.

Business Volume is calculated as the total amount of a Task Order received by the Contractor that period. The reporting period shall be for the beginning through the end of the previous month and reports are due by the 15<sup>th</sup> calendar day of each month. If there are no orders received during the reporting period, the report is still required and shall state "no ordering activity" for that period.

The Monthly Business Volume (Sales) Report consists of two worksheets:

- Sales Data Worksheet
- Line Item Data Worksheet

**G.5.1.1 Sales Data Worksheet** – The Sales Data Worksheet shall contain the following information:

**G.5.1.1.1 Title** – "CS3 Monthly Business Volume (Sales) Report"

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

**For each Task Order:**

**G.5.1.1.3 Vendor Name** – Company name

**G.5.1.1.4 Contract Number** – GSA CS3 Contract Number

**G.5.1.1.5 Agency Name** – Name of the Agency that will receive the products and services.

**G.5.1.1.6 Ordering Activity** – Name of the Ordering Activity that issued the Task Order.

**G.5.1.1.7 City** – City of the Ordering Activity.

**G.5.1.1.8 State** – State of the Ordering Activity in abbreviated format (e.g. AK, VA, MD).

**G.5.1.1.9 Zip Code** – Zip Code of the Ordering Activity.

**G.5.1.1.10 Contracting Officer Name** – First and Last name of the Contracting Officer that issued the order.

**G.5.1.1.11 Contracting Officer Phone Number** – Phone number of the Contracting Officer that issued the order. Format (xxx) xxx-xxxx.

**G.5.1.1.12 Contracting Officer Email** – Email address of the Contracting Officer that issued the order.

**G.5.1.1.13 Date of Order** – The date the order or modification is signed by the Contracting Officer.

**G.5.1.1.14 Order Number** – The order number assigned by the Ordering Activity.

**G.5.1.1.15 Modification Number** – The modification number assigned by the Ordering Activity.

**G.5.1.1.16 Description of Services** – A brief description of the equipment and/or services.

**G.5.1.1.17 Period of Performance Start Date** – The actual date the service is scheduled to begin. This should be identified within the Task Order. Do not report option periods unless exercised by the Ordering Activity.

**G.5.1.1.18 Period of Performance End Date** – The actual date the service is scheduled to end. This should be identified within the Task Order. Do not report option periods unless exercised by the Ordering Activity.

**G.5.1.1.19 Total Order Value** – Total dollar amount awarded/obligated on the Task Order, not including options.

**G.5.1.1.20 Total Sales this Month** – Cumulative total value of Task Orders for this month.

**G.5.1.1.21 Cumulative Sales to Date** – Cumulative total of all Task Orders, and associated modifications, since contract award.

## **G.5.1.2 Line Item Data Worksheet**

For each Task Order, provide information for each line item purchased on the order.

**G.5.1.2.1 Date of Order** – The date the order or modification is signed by the Contracting Officer.

**G.5.1.2.2 Order Number** – The order number assigned by the Ordering Activity.

**G.5.1.2.3 Modification Number** – The modification number assigned by the Ordering Activity.

**G.5.1.2.4 Line Item Description** - Provide product or service description for each line item purchased. Please include Contract Line Item Number description shown on award document.

**G.5.1.2.5 Quantity Sold** – The quantity of the item sold.

**G.5.1.2.6 Unit** – Identify unit measure (e.g., each, lot, minute, day, month, quarter, annual, etc.)

**G.5.1.2.7 Unit Price** – Cost per unit

**G.5.1.2.8 Extended Price** – Unit Price multiplied by Quantity Sold

**G.5.1.2.9 Frequency Band** – The portion of the electromagnetic spectrum within a specified upper- and lower-frequency limit (e.g., C-, Ka-, K-, Ku-, X-band).

**G.5.1.2.10 Bandwidth Capacity** – The information carrying ability of the bandwidth purchased by the Ordering Activity/Agency measured in MHz (e.g. 36).

**G.5.1.2.11 Data Rate** – The rate at which a channel carries data, measured in Kbps (e.g., 256). Sometimes described in terms of Committed Information Rate (CIR) and Burst Information Rate (BIR).

**G.5.1.2.12 Regional Coverage** – The geographic area serviced by satellite beam.

**G.5.1.2.13 Satellite Name or Number** – The satellite name/number providing the service.

**G.5.1.2.14 Information System Category** – The Information System Category defines the information systems as high-impact, moderate-impact, or low-impact for the security objectives of confidentiality, integrity, and availability.

**G.5.1.2.15 Private or Shared Network** – A private network is built and owned by an end user organization. A shared network is built and owned by multiple end user organizations.

**G.5.1.2.16 Host Nation Agreement (HNA) Required (Y/N)** – The Task Order requires the contractor to establish relationships and/or negotiate agreements with host nations to obtain spectrum licenses to transmit voice, data, or video services in their international location.

**G.5.1.2.17 Portability Service (Y/N)** – The Task Order requires redeployment of satellite services. Portability may include moving from one transponder/satellite to another, one managed service area to another, transponded capacity redeployment between beams or transponders on a single satellite, redeployment from one frequency band to another, physical relocation of a satellite to a new orbital position, re-routing of teleport services from one teleport to another pre-defined teleport, re-routing of traffic from one terrestrial infrastructure to another pre-defined infrastructure, and movement of Network Operations Center (NOC) services from one NOC to another NOC.

**G.5.1.2.18 Expedited Delivery (Y/N)** – The Task Order requires satellite services 7 calendar days or less after the contractor receives order.

**G.5.1.2.19 Commercial Teleport (Y/N)** – A commercially available satellite ground station with multiple parabolic antennas that functions as a hub connecting a satellite network with a terrestrial telecommunications network.

Use the following file naming conventions for Monthly Business Volume (Sales) Reports (MBVSR) uploaded to the Portal:

- Vendor Name, Contract Type, MBVSR, Month, Year

Examples:

SATCOM 101 Inc – CS3 MBVSR – 12-2017  
SATCOM 101 Inc – CS3 MBVSR – Dec 2017

The Contractor shall also post copies of each Task Order received during the reporting period to the GSA SATCOM Report Portal on the 15<sup>th</sup> calendar day of each month.

## **G.5.2 Monthly Revenue Report**

The Contractor shall provide a Monthly Revenue Report (MRR) using the format specified in Section J, Attachment J-6, in Microsoft Excel 2007 format on the 15<sup>th</sup> calendar day of each month. The Report shall be remitted to GSA via the GSA SATCOM Report Portal.

The report shall provide detail relating back to individual Task Orders that have been invoiced by the Contractor and paid by the Ordering Agency.

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

**G.5.2.1.1 Title** – “CS3 Monthly Revenue Report”

**G.5.2.1.2 Reporting Period** – The monthly reporting period in which invoices were received. Usually from 1<sup>st</sup> day of the month through the last day of the month.

For each invoice payment:

**G.5.2.1.3 Vendor Name** – Company name

**G.5.2.1.4 Contract Number** – GSA CS3 Contract Number

**G.5.2.1.5 Task Order Number** – The order number assigned by the Ordering Activity.

**G.5.2.1.6 Date Payment Received** – Date the payment is received by the Contractor from the Ordering Agency. This may be in the form of a check or electronic funds transfer.

**G.5.2.1.7 Agency Name** – Name of the Agency that received the products or services.

**G.5.2.1.8 Total Order Value** – Total dollar amount awarded/obligated on the task order, not including options.

**G.5.2.1.9 Total GSA Management Fee Due (2%)** – Equals 2% of Total Order Value. This amount is the total fee the vendor will pay to GSA for this order.

**G.5.2.1.10 Amount Received from Agency** – Total dollar amount received in payment by the Contractor, from the Agency.

**G.5.2.1.11 GSA Management Fee Remitted (2%)** – Total dollar amount remitted to GSA for a particular order per month. This number is calculated as a percentage of the total amount received by the Contractor from the Agency.

**G.5.2.1.12 Previous GSA Management Fees Remitted** – Amount the Contractor previously remitted in prior months for a specific Task Order.

**G.5.2.1.13 Remaining Balance of Un-remitted GSA Management Fee** – Equals "Total GSA Management Fee Due" minus "GSA Management Fee Remitted" for the current reporting period, minus

the "Previous GSA Management Fees Remitted" in prior months for a specific Task Order.

**G.5.2.2 EFT Number** – Transaction identification number of EFT and amount. If more than one EFT payment is submitted for the reporting period, the Contractor shall identify all EFT Numbers and Amounts for the reporting period. The total EFT Amount(s) shall total the "GSA Management Fee Remitted" identified on the report.

Use the following file naming conventions for Monthly Revenue Reports uploaded to the Portal:

- Vendor Name, Contract Type, MRR, Month, Year

Examples:

SATCOM 101 Inc – CS3 MRR – 11-2017  
SATCOM 101 Inc – CS3 MRR – Nov 2017

### **G.5.3 Annual Program Review Report**

The Contractor shall provide an annual program report covering the topics specified below to the GSA PCO and GSA PM via e-mail. The report shall be submitted no later than 3 business days prior to the scheduled annual program review. See Section G.6.

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

#### **G.5.3.1.1 Task Order Performance**

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

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

**G.5.3.1.2** Contract status, projected business volume forecast, upcoming opportunities, marketing, conferences, and any other outstanding issues.

**G.5.3.1.3** Additional Topics as identified by the GSA PCO.

### **G.5.4 Subcontracting Reports *[REQUIRED FOR OTHER THAN SMALL BUSINESS CONCERNS ONLY]***

CS3 Contractors that are other than small business concerns shall submit a small business subcontracting plan as well as submit periodic reports which show compliance with the subcontracting plan. Contractors added to the pool of other than small

businesses through the Open Season procedures shall adhere to the requirements of this section (see Section H.16).

The preferred type of small business subcontracting plan for CS3 is the Commercial Plan. However, a Contractor may choose to submit any type of Subcontracting Plan, including a DoD Comprehensive Subcontracting Plan if already approved by the Defense Contract Management Agency (DCMA). The Commercial Plan relates to the Contractor's planned subcontracting generally, for both commercial and government business, rather than solely to the government contract. The Commercial Plan covers the Contractor's fiscal year and applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line.) This type of Plan does not require submission of the Individual Subcontracting Report (ISR); this Plan requires submission of the Summary Subcontracting Report (SSR). Per FAR 19.704(d) and clause 52.219-9(g), the Commercial Plan is the preferred type of Plan for contractors furnishing commercial items. The ISR and SSR shall be submitted electronically via the Electronic Subcontract Reporting System (eSRS) at [www.esrs.gov](http://www.esrs.gov)

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

## **G.6 PROGRAM REVIEWS**

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

## **G.7 INSURANCE**

The insurance coverage specified in FAR Subpart 28.3, Insurance, is the minimum insurance requirement for CS3.

The OCO may require additional insurance coverage or higher limits specific to a task order awarded under CS3. If the task order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.3 shall apply to the task order. OCOs must tailor insurance coverage clauses, provisions, and other applicable terms and conditions specific to each task order's contract type, solicitation, and award.

The Contractor must maintain the minimum insurance coverage for the entire term of CS3. The Contractor shall notify the CS3 PCO and designated OCO for affected task orders, in writing, if there are any changes in the status of their insurance coverage and

provide the reasons for the change and copies of the ACORD® Certificate of Liability Insurance form, as applicable.

## **G.8 CONTRACT MANAGEMENT OF PAST PERFORMANCE AFTER AWARD**

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

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

## **G.9 MARKETING**

The Contractor is responsible for ongoing sales and marketing during the life of this contract, which may include developing company specific brochures for distribution at trade shows, conferences, seminars, etc. All marketing and promotional materials, including information on the Contractor webpage, shall be submitted to the GSA Program Office and approved by GSA prior to distribution. Marketing materials may be co-branded with marks owned or licensed by the Contractor and GSA, as long as they comply with GSAM 552.203-71, Restriction on Advertising.

## **G.10 EQUIPMENT REMOVAL**

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor's expense, within 90 calendar days after the service termination date. All dismantling and removal of equipment shall be performed by the Contractor during normal Government business hours at the location. Advance notice must be provided to the local OCO assigned contact to ensure that such dismantling and removal occurs with a minimum of disruption. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the OCO.

## **G.11 CONTRACT CLOSEOUT**

**G.11.1** Contract closeout shall be accomplished within the guidelines set forth in:

- G.11.1.1** FAR Part 4.8 Government Contract Files.
- G.11.1.2** FAR Part 42 Contract Administration and Audit Services.
- G.11.1.3** GSAM Subpart 504.8 Government Contract Files.

**G.11.2** The Contractor agrees to cooperate with the OCO to close out task orders after expiration, cancellation, or termination.

**G.12 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES**

**G.12.1 552.216-74 Task-Order and Delivery-Order Ombudsman (Jan 2017)**

(a) GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.

(b) In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.

(c) The GSA Task-Order and Delivery-Order Ombudsman is located at the General Services Administration (GSA), Office of Government-wide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Task-Order and Delivery-Order Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

(End of clause)

**G.12.2 552.228-5 Government As Additional Insured (Jan 2016)**

- (a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance—Work on a Government Installation.
- (b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

(End of clause)

(END OF SECTION G)

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 TYPE AND TERM OF CONTRACT**

This is a firm fixed price Indefinite Delivery/Indefinite Quantity (ID/IQ) type contract. All Task Orders issued against this contract will be Firm Fixed Price.

Section F.3 (Term of the basic contract) and F.4 (Task Order Period of Performance) provide the performance and ordering terms for Complex Commercial SATCOM Solutions (CS3).

#### **H.2 MINIMUM REVENUE GUARANTEE**

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

#### **H.3 MAXIMUM CONTRACT VALUE**

The total maximum contract value is \$2.5 Billion.

#### **H.4 ELECTRONIC ACCESS TO CONTRACT VIA INTERNET**

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

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

#### **H.5 NEWS RELEASES**

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

#### **H.6 U.S. CITIZENSHIP REQUIREMENTS**

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

## **H.7 CONFIDENTIALITY**

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

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

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

## **H.8 CONTRACT MODIFICATIONS AND NEW OR IMPROVED SERVICES**

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

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

## **H.9 SECTION 508 COMPLIANCE**

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

## **H.10 GOVERNMENT PROPERTY**

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

## **H.12 INCORPORATION OF SUBCONTRACTING PLAN**

The Commercial Small Business Subcontracting Plan, executed February 9, 2017, and submitted in accordance with FAR 52.219-9, is hereby approved and incorporated herein.

## **H.13 LEASING OF REAL AND PERSONAL PROPERTY**

The Government contemplates that leases may be part of a solution offered by a Contractor, but the Government, where the Contractor'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 Ordering Contracting Officer (OCO) for the Order has specifically approved/allowed such damages as part of the Award.

The CS3 Basic Contract strictly prohibits the use of lease-like payment arrangements, which purport to permit the Government to receive delivery of items and then pay for the full cost of the items over time, even if such arrangements are not technically a lease transaction because the Government is not the lessee.

## **H.14 ORGANIZATIONAL CONFLICT OF INTEREST**

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

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

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

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

## **H.15 TRAVEL**

Travel shall be in accordance with (IAW) individual Task Order requirements. Travel details must be provided to and approved by the Contracting Officers Representative (COR) or the Government designee prior to the commencement of travel. All travel shall be IAW the Federal Travel Regulations (FTR). Outside the Contiguous United States (OCONUS) travel may require additional authorization and approvals as specified in the individual Task Order. (Department of Defense agencies must comply with the Joint Travel Regulations (JTR))

## **H.16 OPEN SEASON**

It is in the Government's best interest to maintain an adequate number of small business Contractors eligible to compete for CS3 small business set-aside task orders to meet the Government's complex COMSATCOM requirements. In order to do that, the Government may declare an Open Season to replenish the pool of small businesses under North American Industry Classification System (NAICS) 517410 on the CS3 ID/IQ vehicle. This is important as the original CS3 small business awardees may outgrow their small business size standard on this long term contract. Small businesses that "graduate" the size standard for NAICS 517410 and recertify as an other than small business concern may elect to remain on CS3 as a large business. The number of Contractors may fluctuate due to a number of factors, to include mergers & acquisitions and Contractors outgrowing their small business size status under their existing CS3 Contract.

The number of Contractors added as a result of an open season event will be at the sole discretion of the Government. The award of additional ID/IQ contracts does not increase the overall ceiling of the original contract. Contracts awarded hereunder shall include the same terms and conditions of this Contract and shall not exceed the remaining period of performance. Existing Contractors cannot hold more than one CS3 ID/IQ contract at any given time. Previously awarded task orders will not be affected by an open season event.

The Government, at its discretion and when determined to be in its best interest, reserves the unilateral right to determine if and when an unrestricted open season is conducted to add Contractors to (1) ensure adequate competition is maintained and (2) that within the Contractor pool there is a high-quality mix of resources that Contractors have to perform expected task order requirements [FAR 16.504(c)(1)(ii)(A)].

### **H.16.1 Small Business Open Season**

In the event the Government determines in its best interest that it is appropriate to declare an Open Season event to replenish the pool of CS3 small businesses, the Government will publicize said event at the Federal Business Opportunities website at least 30 days in advance of posting the formal open season solicitation. After posting the solicitation and receiving proposals, the Government will evaluate new proposals with the intention of awarding contracts to refresh the pool of small business Contractors. These proposals shall be subject to substantially the same evaluation procedures,

documentation, and criteria (updated to reflect changes in regulatory provisions and commercial practices and certifications) as were used for the original solicitation and competition.

Following the published open season notice in Federal Business Opportunities in accordance with FAR Part 5, Publicizing Contract Action, Small business Contractors shall:

- H.16.1.1** Submit a proposal in response to the CS3 solicitation that is materially identical to the original version of the CS3 solicitation; and
- H.16.1.2** Receive a proposal rating that is equal to or higher than the lowest scoring Contractor within the pool of CS3 Contractors. (NOTE: The lowest scoring Contractor is based on the lowest evaluated rating in accordance with Section M at the time of the original CS3 awarded contracts.)

The number of Contractors added as a result of an open season event will be at the sole discretion of the Government. Utilization of the Open Season process to replenish the pool of small business concerns does not obligate the Government to perform any other Open Season procedure. The Government anticipates any declaration of an open season will occur prior to exercise of an option period.

## **H.16.2 Graduating Small Business**

For those CS3 small business Contractors who are unable to certify as a small business in accordance with FAR 52.219-28, Post-Award Small Business Program Rerepresentation, the small business Contractor may elect to be considered and be placed in the pool of other than small business (large business) Contractors. Once placed in the pool of large businesses, such Contractors shall not be eligible to participate or compete in any subsequent task order set-aside solicitations. The period of performance term will be coterminous with the existing term of all other CS3 Contractors. Once a small business Contractor graduates and is placed in the pool of large businesses, the Contractor shall adhere to all contract terms and conditions specific to large business concerns, such as small business subcontracting reporting requirements. In order to be eligible to compete for orders as a large CS3 Contractor, the CS3 small business Contractor must:

- H.16.2.1** Have re-represented their size standard as other than small during the term of CS3;
- H.16.2.2** Provided written notice to the GSA PCO within the timeframes specified in FAR 52.219-28(b) that its System for Award Management (SAM) data have been validated or updated to reflect its current status, and have provided the date of the validation or update;
- H.16.2.3** Provided written notice to the GSA PCO of the interest to be considered for placement in the pool of large business CS3 Contractors;
- H.16.2.4** Met all contract terms and conditions specific to large business concerns; and

**H.16.2.5** Demonstrated successful performance under CS3 as determined through review of the Past Performance Information Retrieval System (PPIRS).

Immediately upon transition to the pool of large business Contractors, the formerly small business CS3 Contractor is eligible to submit a proposal in response to any unrestricted task order solicitation and receive task order awards with the same rights and obligations as any large business CS3 Contractor; however, the Contractor is no longer eligible to compete for task orders under the pool of CS3 small businesses. The Contractor must continue performance on active task orders once re-assigned as an other than small business CS3 Contractor, including the exercise of options at the task order level at the discretion of the OCO, until all active task orders are closed-out.

**H.16.3 Small Business Rerepresentation**

GSA is responsible for ensuring performance and compliance with the terms of CS3 and safeguarding the interests of the Government and the American taxpayer in its contractual relationships. Additionally, GSA must ensure that Contractors receive impartial, fair, and equitable treatment. As a long-term contract, in accordance with FAR 52.219-28, Post-Award Small Business Program Rerepresentation, small business Contractors are required to recertify during the life of the contract. This may result in CS3 small businesses having to rerepresent their size standard as other than small. Such Contractors shall notify the CS3 Procuring Contracting Officer (PCO) in writing within the timeframes specified in FAR 52.219-28(b) that its SAM data have been validated or updated to reflect its current status, and provide the date of the validation or update. On the effective date, such Contractors shall not be eligible to participate or compete in any subsequent task order set-aside solicitations; however, they shall continue performance on previously awarded and active task orders, including the exercise of options and modifications at the task order level. On task orders awarded to a Contractor when the Contractor was considered a small business, the Contractor will continue to be considered a small business, for those orders only. Additionally, once a CS3 small business recertifies as other than small business, the “graduated” Contractor may request to be considered a large business on CS3 (see Section H.16.2 above).

**H.17 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES**

**H.17.1 552.219-75 GSA Mentor-Protégé Program (Sep 2009)**

- (a) Prime contractors, including small businesses, are encouraged to participate in the GSA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible protégé entities to enhance their capabilities and increase their participation in GSA contracts.
- (b) The Program consists of:
  - (1) Mentor firms are large prime contractors with at least one active subcontracting plan, or that are eligible small businesses;
  - (2) Protégés are subcontractors to the prime contractor, and include small business concerns, small disadvantaged business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, and women-owned small business concerns meeting the qualifications specified in Subpart 519.70; and
  - (3) Mentor-protégé Applications and Agreements, approved by the Mentor-Protégé Program Manager in the GSA Office of Small Business Utilization (OSBU).
- (c) Mentor participation in the Program means providing technical, managerial and financial assistance to aid protégés in developing requisite high-tech expertise and business systems to compete for and successfully perform GSA contracts and subcontracts.
- (d) Contractors interested in participating in the Program are encouraged to read FAR Subpart 19.7 and to contact the GSA Office of Small Business Utilization (E), Washington, DC 20405, (202) 501-1021, for further information.

(End of clause)

(END OF SECTION H)

## SECTION I

### SPECIAL CONTRACT REQUIREMENTS

#### **I.1 FEDERAL ACQUISITION REGULATION 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

FEDERAL ACQUISITION REGULATION:  
<https://www.acquisition.gov/far/>

GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL:  
<http://www.acquisition.gov/GSAM/gsam.html>  
 (End of Clause)

<b><u>Section</u></b>	<b><u>FAR Clause No.</u></b>	<b><u>Title and Date</u></b>
I.1.1	52.202-1	Definitions (Nov 2013)
I.1.2	52.203-3	Gratuities (APR 1984)
I.1.3	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
I.1.4	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
I.1.5	52.204-2	Security Requirements (AUG 1996)
I.1.6	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
I.1.7	52.204-13	System for Award Management Maintenance. (Oct 2016)
I.1.8	52.207-5	Option to Purchase Equipment (Feb 1995)
I.1.9	52.209.10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
I.1.10	52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
I.1.11	52.217-2	Cancellation Under Multiyear Contracts (Oct 1997)
I.1.12	52.219-14	Limitations on Subcontracting (Jan 2017)

I.1.13	52.222-17	Nondisplacement of Qualified Workers (May 2014)
I.1.14	52.223-6	Drug-Free Workplace (MAY 2001)
I.1.15	52.227-19	Commercial Computer Software License (Dec 2007)
I.1.16	52.229-1	State and Local Taxes (Apr 1984)
I.1.17	52.229-3	Federal, State, and Local Taxes (Feb 2013)
I.1.18	52.232-1	Payments (APR 1984)
I.1.19	52.232-8	Discounts for Prompt Payment (FEB 2002)
I.1.20	52.232-11	Extras (APR 1984)
I.1.21	52.232-23	Assignment of Claims (May 2014)
I.1.22	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
I.1.23	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
I.1.24	52.233-1	Disputes (May 2014)
I.1.25	52.233-1, Alternate I	Disputes (May 2014), Alternate I (DEC 1991)
I.1.26	52.237-3	Continuity of Services (JAN 1991)
I.1.27	52.242-13	Bankruptcy (JUL 1995)
I.1.28	52.253-1	Computer Generated Forms (JAN 1991)

## **I.2 52.212-4 Contract Terms and Conditions—Commercial Items (Jan 2017)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes

payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract

clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
  - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
  - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
  - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
  - (A) The date fixed under this contract.
  - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
  - (A) The date on which the designated office receives payment from the Contractor;
  - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
  - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of

such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) System for Award Management (SAM).
  - (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
  - (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
    - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
  - (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
  - (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.
- (u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

### **I.3 52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the term of the CS3 basic contract in accordance with CS3 Section F.4.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

### **I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor the following:

- (1) Any order for a single item in excess of \$30,000,000 in annual value;
- (2) Any order for a combination of items in excess of \$30,000,000 in annual value; or
- (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) above.

(c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five 5 working days after issuance, with written notice stating the Contractor's intent not to supply the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the contract. The quantities of supplies and services specified in the contract are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract up to and including the quantity designated in the contract as the "maximum." The Government is responsible only for the minimum dollar guarantee designated in the contract.
- (c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 60 months after the expiration of the CS3 basic contract.

(End of Clause)

**I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the expiration of the CS3 basic contract.

(End of Clause)

**I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of Clause)

**I.8 52.219-13 Notice of Set-Aside of Orders (Nov 2011)**

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

**I.9 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (Oct 2015)**

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**I.10 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES  
(Jul 2014)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**I.11 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM)  
CLAUSES**

**I.11.1 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)**

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following

statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

(End of Clause)

#### **I.11.2 552.204-9 Personal Identity Verification Requirements (Oct 2012)**

- (a) The contractor shall comply with GSA personal identity verification requirements, identified at <http://www.gsa.gov/hspd12>, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(End of clause)

#### **I.11.3 552.212-4 Contract Terms and Conditions -- Commercial Items ALTERNATE II (FAR DEVIATION (Nov 2009))**

When a commercial item contract is contemplated and the contract will include the clause at FAR 52.212-4, insert this Alternate II instead of subparagraph (g)(2) of the FAR clause.

- (g)(2) The due date for making invoice payments by the designated payment office is the later of the following two events:
  - (i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
  - (ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

#### **I.11.4 552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (Jun 2016)**

- (a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:  
[The Contracting Officer should check the clauses that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity.]

(b) Clauses.

- 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
- \_\_\_\_\_ 552.232-8 Discounts for Prompt Payment
- 552.232-23 Assignment of Claims
- \_\_\_\_\_ 552.232-71 Adjusting Payments
- \_\_\_\_\_ 552.232-72 Final Payment
- \_\_\_\_\_ 552.232-73 Availability of Funds
- \_\_\_\_\_ 552.232-78 Payment Information
- 552.237-71 Qualifications of Employees
- \_\_\_\_\_ 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
- \_\_\_\_\_ 552.238-74 Industrial Funding Fee and Sales Reporting
- \_\_\_\_\_ 552.238-75 Price Reductions
- \_\_\_\_\_ 552.238-81 Modifications (Multiple Award Schedule)
- \_\_\_\_\_ 552.242-70 Status Report of Orders and Shipments
- \_\_\_\_\_ 552.246-73 Warranty—Multiple Award Schedule
- \_\_\_\_\_ 552.246-76 Warranty of Pesticides

(End of clause)

#### **I.11.5 [Reserved]**

#### **I.11.6 552.228-5 Government as Additional Insured (Jan 2016)**

- (a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance—Work on a Government Installation.
- (b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

(End of clause)

#### **I.11.7 552.229-70 FEDERAL, STATE, AND LOCAL TAX (APR 1984)**

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

(End of clause)

**I.11.8 552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)**

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

(End of Clause)

**I.11.9 552.232-1 PAYMENTS (NOV 2009) (DEVIATION FAR 52.232-1)**

(a) The Government shall pay the Contractor, without submission of invoices or vouchers, 30 days after the service period, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract.

(b) Unless otherwise specified in this contract, the Government will make payment on partial deliveries accepted by the Government if either:

(1) The amount due on the deliveries warrants it.

(2) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(c) When processing payment, GSA's Finance Office will automatically generate the 12 digit invoice number using the PDN assigned to the contract, followed by an abbreviated month and year of service (e.g., 84261554JUN7, for June 2007). The PDN appears on the contract award document.

(End of clause)

**I.11.10 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)**

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

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

(End of Clause)

### **I.11.11 552.232-25 PROMPT PAYMENT (NOV 2009) (DEVIATION FAR 52.232-25)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (c)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments.

(1) The due date for making invoice payments by the designated payment office is:

(i) For orders placed electronically by the General Services Administration (GSA) Federal Acquisition Service (FAS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:

(A) The 10<sup>th</sup> day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10<sup>th</sup> day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(B) The 10<sup>th</sup> day after Government acceptance of supplies delivered or services performed by the Contractor.

(ii) For all other orders, the later of the following two events:

(A) The 30<sup>th</sup> day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30<sup>th</sup> day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(B) The 30<sup>th</sup> day after Government acceptance of supplies delivered or services performed by the Contractor.

(iii) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.

(2) The General Services Administration will issue payment on the due date in paragraph (a)(1)(i) of this clause if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:

(i) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).

(ii) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.

(iii) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.

(iv) The EDI transaction sets in paragraphs (a)(2)(i) through (a)(2)(iii) of this clause must adhere to implementation conventions provided by GSA.

(3) If any of the conditions in paragraph (a)(2) of this clause do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.

(4) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7<sup>th</sup> day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7<sup>th</sup> day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10<sup>th</sup> day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10<sup>th</sup> day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(5) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions—Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required. A proper invoice must include the items listed in paragraphs (a)(5)(i) through (a)(5)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice.

Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in paragraph (a)(5) of this clause.

- (i) Name and address of the Contractor.
- (ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (viii) Any other information or documentation required by the contract (such as evidence of shipment).
- (ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(6) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(6)(i) through (a)(6)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

- (i) A proper invoice was received by the designated billing office.
- (ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(7) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing

office failed to notify the Contractor of a defective invoice within the periods prescribed in paragraph (c)(5) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7<sup>th</sup> day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(8) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in paragraph (c)(7) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(9) Additional interest penalty.

(i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with paragraph (a)(9)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor—

- (A) Is owed an interest penalty of \$1 or more;
- (B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and
- (C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(9)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

- (ii)
  - (A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall—
    - (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
    - (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
    - (3) State that payment of the principal has been received, including the date of receipt.
  - (B) Demands must be postmarked on or before the 40<sup>th</sup> day after payment was made, except that—
    - (1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40<sup>th</sup> day after payment was made; or
    - (2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40<sup>th</sup> day after payment was made.
  - (iii)
    - (A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except—
      - (1) The additional penalty shall not exceed \$5,000;
      - (2) The additional penalty shall never be less than \$25; and
      - (3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.
    - (B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.
    - (C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments.

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30<sup>th</sup> day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)

#### **I.11.12 552.232-77 PAYMENT BY GOVERNMENT CHARGE CARD (NOV 2009)**

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

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

(b) At the option of the Government and if agreeable to the Contractor, payments of \$100,000 or less for oral or written orders may be made using the Governmentwide commercial purchase card.

(c) The Contractor shall not process a transaction for payment using the charge card until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder’s account for items returned as defective or faulty.

(d) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

(End of Clause)

#### **I.11.13 552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY 1989)**

(a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

(c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

(End of clause)

#### **I.11.14 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999)**

(a) *Deviations to FAR clauses.*

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

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

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

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

(End of Clause)



## I.12 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES APPLICABLE AT THE ORDER LEVEL

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

<u>Section</u>	<u>FAR Clause No.</u>	<u>Title and Date</u>
I.12.1	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
1.12.2	52.211-11	Liquidated Damages-Supplies, Services, or Research and Development (Sept 2000)
1.12.3	52.211-15	Defense Priority and Allocation Requirement (Apr 2008)
1.12.4	52.222-19	Child Labor-Cooperation with Authorities and Remedies (Oct 2016)
1.12.5	52.222-20	Child Labor-Cooperation with Authorities and Remedies (May 2014)
I.12.6	52.222-41	Service Contract Labor Standards (May 2014)
I.12.7	52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)
I.12.8	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)
I.12.9	52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997)
I.12.10	52.223-3 (Alternate I)	Hazardous Material Identification and Material Safety Data (JAN 1997), Alternate I (July 1995)
I. 12.11	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
I.12.12	52.223-10	Waste Reduction Program (MAY 2011)
I.12.13	52.223-14	Minimum Wages Under Executive Order 13658 (Jun 2014)
I.12.14	52.223-14 (Alternate I)	Minimum Wages Under Executive Order 13658 (Jun 2014), Alternate I (Jun 2014)
I.12.15	52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
I.12.16	52.223-16	Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015)
I.12.17	52.223-16, Alternate I	Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014), Alternate I (Jun 2014)

I.12.18	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)
I.12.19	52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014)
I.12.20	52.225-3 (Alternate I)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate I (May 2014)
I.12.21	52.225-3 (Alternate II)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate II (May 2014)
I.12.22	52.225-3 (Alternate III)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate III (May 2014)
I.12.23	52.225-5	Trade Agreements (Oct 2016)
I.12.24	52.227-1	Authorization and Consent (Dec 2007)
I.12.25	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
I.12.26	52.227-3	Patent Indemnity (Apr 1984)
I.12.27	52.227-14	Rights in Data-General (May 2014)
I.12.28	52.227-14 (Alternate I)	Rights in Data-General (May 2014), Alternate I (Dec 2007)
I.12.29	52.227-14 (Alternate II)	Rights in Data-General (May 2014), Alternate II (Dec 2007)
I.12.30	52.228-5	Insurance-Work on a Government Installation (Jan 1997)
I.12.31	52.229-6	Taxes-Foreign Fixed-Price Contracts (Feb 2013)
I.12.32	52.232-16	Progress Payments (Apr 2012)
I.12.33	52.232-16, Alternate I	Progress Payments (Apr 2012), Alternate I (Mar 2000)
I.12.34	52.232-16, Alternate III	Progress Payments (Apr 2012), Alternate III (Apr 2003)
I.12.35	52.232-17	Interest (May 2014)
I.12.36	52.232-18	Availability of Funds (Apr 1984)
I.12.37	52.232-36	Payment by Third Party (May 2014)
I.12.38	52.232-37	Multiple Payment Arrangements (May 1999)
I.12.39	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
I.12.40	52.243-7	Notification of Changes (Jan 2017)
I.12.41	52.245-1	Government Property (Jan 2017)

I.12.42	52.245-1 (Alternate I)	Government Property (Jan 2017), Alternate I (Apr 2012)
I.12.43	52.245-9	Use and Charges (Apr 2012)
I.12.44	52.247-1	Commercial Bill of Lading Notations (Feb 2006)
I.12.45	52.247-64	Commercial Bill of Lading Notations (Feb 2006)
I.12.46	52.247-64 (Alternate I)	Commercial Bill of Lading Notations (Feb 2006), Alternate I (Apr 2003)
I.12.47	52.247-64 (Alternate II)	Commercial Bill of Lading Notations (Feb 2006), Alternate II (Feb 2006)
I.12.48	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)
I.12.49	52.251-1	Government Supply Sources (Apr 2012)

**I.12.50 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES  
(May 2014)**

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

This Statement is for Information Only:

**Employee Class Monetary Wage—Fringe Benefits**

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(End of Clause)

**I.12.51 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)**

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

(End of clause)

**I.12.52 52.245-2 Government Property Installation Operation Services (Apr 2012)**

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

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(End of clause)

(END OF SECTION I)

**SECTION J**  
**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS**

- J.1.1** ATTACHMENT J-1 – Acronyms and Abbreviations
- J.1.2** ATTACHMENT J-2 – NONE
- J.1.3** ATTACHMENT J-3 – NONE
- J.1.4** ATTACHMENT J-4 – Small Business Subcontracting Goals Guidance and Model Subcontracting Plan
- J.1.5** ATTACHMENT J-5 – CS2 Monthly Business Volume (Sales) Report Format
- J.1.6** ATTACHMENT J-6 – CS2 Monthly Revenue Report Format
- J.1.7** ATTACHMENT J-7 – DELETED
- J.1.8** ATTACHMENT J-8 – STO #1 – Contingency Satellite Communications System and Service
- J.1.9** ATTACHMENT J-9 – NONE
- J.1.10** ATTACHMENT J-10 – STO #2 - Environmental Data Network
- J.1.11** ATTACHMENT J-11 – NONE
- J.1.12** ATTACHMENT J-12 – STO #3 - Base Communications Network for Ouargla, Algeria
- J.1.13** ATTACHMENT J-13 – NONE
- J.1.14** ATTACHMENT J-14 – DD 254 Template
- J.1.15** ATTACHMENT J-15 – DD 254 Template Continuation Pages
- J.1.16** ATTACHMENT J-16 – NONE
- J.1.17** ATTACHMENT J-17 – Sample Task Order Link Budget Template

(END OF SECTION J)