

**Section A**  
**Solicitation/Contract Form**

**The official SF33 is attached. The SF33 must be completed as described in Section L.**

## **Section B**

### **Supplies or Services and Prices/Costs**

#### **B.1 General**

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

**B.1.2** While STARS III is reserved for 8(a) prime contractors, it also incorporates authority for Ordering Contracting Officers (OCOs) to set aside task orders among the contract holders for various small business types listed in Federal Acquisition Regulation (FAR) 19.000(a)(3), pursuant to FAR 16.505(b)(2)(i)(F). This provides OCOs the ability to target by set-aside a specific sub-group of the STARS III contract holders for task order award.

**B.1.3** Herein, STARS III may also be referred to as the "Master Contract", while task orders issued against the Master Contract may also be referred to as "Orders."

**B.1.4** The Contractor must provide all management, supervision, labor, facilities and materials necessary to perform all contract requirements specified in both the Master Contract and Orders.

#### **B.2 Authority**

**B.2.1** The Administrator of the U.S. General Services Administration (GSA) is specifically authorized to purchase supplies and nonpersonal services on behalf of other agencies under the Federal Property and Administrative Services Act (40 U.S.C. 501).

**B.2.2** STARS III is established under the authority of the Small Business Act (P.L. 85-536, as amended), 15 U.S.C. 637(a), 13 C.F.R.124 and FAR subpart 19.8; and is operated in concert with authority from the Office of Management and Budget (OMB), which has designated the GSA as an Executive Agent (EA) for Governmentwide IT acquisitions pursuant to Section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. 11302(e). The scope of this designation includes GSA's role and responsibility to award and administer the Master Contract, and to grant a Delegation of Procurement Authority (DPA) to warranted contracting officers for the award and administration of the Orders.

**B.2.3** The authority of the GSA Procuring Contracting Officer (PCO), GSA Administrative Contracting Officer (ACO) and Ordering Contracting Officers (OCO) are defined in Section G (Contract Administration Data).

#### **B.3 Economy Act**

The Economy Act does not apply to GWACs. GWACs are multiple award task order or delivery order contracts used by other agencies to procure IT products and services outside of the Economy Act. (Refer to FAR 2.101 and FAR 17.502-2(b)). The specific statutory authority [40 U.S.C. 11302\(e\)](#) designates the head of one or more executive agencies, such as the U.S. General Services Administration, as Executive Agent for government-wide acquisitions of IT.

#### **B.4 Maximum Master Contract Ceiling and Minimum Awardee Guarantee**

**B.4.1** Pursuant to FAR 16.504(a), the total maximum quantity of all supplies and services ordered against the Master Contract (for all awardees combined) will not exceed \$50 Billion, including any Master

Contract options. The Government may increase the Master Contract ceiling / maximum value unilaterally in order to ensure the availability of the Master Contract for the entire ordering period.

**B.4.2** The total minimum guarantee at the Master Contract level is \$250 per awardee. The minimum guarantee will be considered satisfied when an awardee receives task order work valued at or over \$250. The exercise of a Master Contract option does not re-establish the minimum guarantee. Basic Contract awardees without \$250 or more in Orders have a maximum of 60 calendar days after the expiration of their contract, or termination for the Government's convenience, to request its minimum guarantee in writing from the STARS III Contracting Officer. Termination for default will result in forfeiture of the minimum guarantee.

## **B.5 Performance-Based Acquisition Preference**

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

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

## **B.6 GWAC Contract Access Fee (CAF)**

**B.6.1** GSA's operating costs are reimbursed through a Contract Access Fee (CAF) charged on all Orders placed against the Master Contract. The CAF is paid by the ordering agency, but remitted to GSA by the Contractor. GSA maintains the unilateral right to establish and change the CAF rate. GSA will provide reasonable notice prior to the effective date of any change to the CAF payment process. Changes to the CAF only apply to Orders awarded after the change is announced.

**B.6.2** The CAF rate, which is currently 0.75%, is applied to the total amount paid on each invoice (including ancillary support and travel).

**B.6.3** Based on the established CAF rate, the Contractor must include the CAF in each quote/proposal. The Contractor must include the CAF as a separate element / line item on all quotes/proposals to the government, regardless of contract type. The CAF must never be treated as a negotiable element between the Contractor and the ordering agency.

**B.6.4** If a customer organization has negotiated a CAF rate based on a special written agreement and/or Memorandum of Agreement by the GWAC Program that is other than the established CAF rate, GSA will provide notification to Contractors.

**B.6.5** Contractors are responsible for collecting CAF from ordering agencies and for remitting CAF to GSA in accordance with contract requirements.

## **B.7 Order Types**

**B.7.1** Order contract types permitted include FAR 16.2 Fixed-Price contracts; FAR 16.4 Incentive contracts; FAR 16.601 Time-and-Materials contracts; and FAR 16.602 Labor-Hour contracts. These contract types may be used individually or in combination within a single Order comprising multiple Contract Line Item Numbers (CLINs). Orders may also incorporate FAR 17.1 Multi-year Contracting and FAR 17.2 Options. Cost Reimbursement (FAR Subpart 16.3) Orders are not allowed.

**B.7.2** There is a regulatory order of precedence for contract types which prioritizes fixed price work over all other contract types.

**B.7.3** The following are not allowed on STARS III:

- (1) Blanket Purchase Agreements (BPAs)
- (2) Letter Contracts
- (3) Indefinite Delivery/Requirements type Orders
- (4) Orders for which IT services or IT Services-based solutions are not the principle purpose
- (5) All other Orders that do not fall within the Master Contract's scope as defined throughout the contract, including but not limited to Section C.

**B.7.4** Renting and leasing of personal or real property is not allowable. However, leases may be part of an IT services-based solution, provided:

- (1) The rented/leased item is considered ancillary support as outlined in paragraph C.3.
- (2) The Government will not be the lessee and it will not be liable for cancellation fees should an option not be exercised.
- (3) There are no lease-like (incremental) payment arrangements to purchase items, which purport to permit the Government to receive delivery of items and then pay for the full cost of the items over time.

**B.8 Order Pricing (All Order Types)**

**B.8.1 Fixed Price Order Type**

The OCO must determine fair and reasonable pricing for all Fixed-Price Orders in accordance with FAR subpart 15.4, FAR subpart 16.2, applicable law, and agency regulation/policy. STARS III is a competitively awarded 8(a) Master Contract. Fixed price proposals must include the CAF as a separate element/line item. When calculating the fixed price, the CAF must be applied last.

**B.8.2 Incentive Order Type**

The OCO must determine fair and reasonable pricing for any incentives in Orders and develop a plan to implement and monitor an award-fee, incentive-fee, or award-term result in accordance with FAR subpart 15.4, FAR subpart 16.4, and customer agency policy.

**B.8.3 Time-and-materials (T&M) and Labor-hour (LH) Order Types**

**B.8.3.1** The Master Contract establishes fully burdened, maximum labor rates. These maximum labor rates, as well as subsequent rates offered for Orders, must be inclusive of all direct and indirect costs (e.g., profit, fringe benefits, salary, indirect rates), personnel and/or facility security clearance up to the Secret level for performance within the Contiguous United States (CONUS) and non-foreign work areas. These maximum rates apply exclusively to T&M and LH Orders. Include the CAF as a separate element/line item based on the not to exceed amount of the Order, including any Ancillary Support.

**B.8.3.2** The fully burdened labor rates will be publicly posted at a time and location determined at GSA's sole discretion.

**B.8.3.3** Except as specifically allowed elsewhere in the Master Contract, labor rates at the Order level must not exceed the Master Contract labor rates. Although Master contract labor rates resulted from competition, it is anticipated that competition and/or negotiation at the Order level may result in even more competitive pricing than the Master Contract rates. The OCO is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining price reasonableness in accordance with FAR subpart 15.4, Pricing, and FAR 16.601, Time-and-Materials contracts.

**B.8.3.4** Master Contract maximum labor rates were established based on Order performance in the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA area as defined by the U.S. Office of Personnel Management (OPM). Ordering agencies may adjust labor rates on Orders with a place of performance

outside the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA area based on current geographic locality areas and differentials as published annually by OPM. These areas and rates are subject to change. See Attachment J-3 for localities and differentials as of January 2020 and the GWAC Ordering Guide for the most current information.

**B.8.3.5** The OCO is authorized to establish different fully burdened labor rates suited to meet unique requirements at the Order level such as: foreign work area requirements, work requiring personnel and/or facility security clearance higher than secret, and/or local taxes. In the rare instance that a Contractor must propose a rate in excess of a maximum rate, the Contractor must provide the OCO with a detailed rationale supporting the rate. The OCO may consider this submitted rationale when evaluating whether to accept a proposed rate in excess of a maximum rate. The OCO is responsible for determining fair and reasonable pricing for such work in accordance with FAR subpart 15.4 and FAR 16.601

**B.8.4** Upon request of the OCO, the Contractor must provide other than certified cost or pricing data as well as other supporting information the OCO deems necessary in accordance with FAR 15.403.

## **B.9 Travel Pricing (All Order Types)**

**B.9.1** If authorized in the task order, travel will be reimbursed in accordance with the limitations set forth in FAR 31.205-46, Travel costs. Profit must not be applied to travel costs. To the extent authorized in the Order, contractors may apply indirect costs to travel in accordance with the Contractor's usual accounting practices consistent with FAR subpart 31.2.

**B.9.2** Travel will typically be a separate not-to-exceed amount on Orders.

**B.9.3** CAF must be applied to travel, as invoiced. (See Section G, paragraph G.18)

## **B.10 Labor Subject To the Service Contract Labor Standards (SCLS)**

**B.10.1** The Master Contract labor categories are considered bona fide executive, administrative, professional labor and generally exempt from the SCLS if used to perform professional IT services.

**B.10.2** To the extent any labor is subject to the SCLS and within the scope of an Order and the Master Contract, the OCO must identify such work under a separate CLIN and apply wages in accordance with FAR subpart 22.10.

**B.10.3** The Master Contract does not include all applicable flow-down clauses for labor categories subject to the SCLS. Each Order must be tailored to include the appropriate clauses.

## **B.11 Labor Subject To the Construction Wage Rate Requirements (CWRR) Statute**

**B.11.1** To the extent construction, alteration and repair are subject to the CWRR and within the scope of an Order and the Master Contract; the OCO must identify such work under a separate CLIN on the Order and apply wages in accordance with FAR 22.403-1, Construction Wage Rate Requirements statute.

**B.11.2** Any construction, alteration and repair must be firm fixed price, even if other aspects of the Order are another Order type/Contract terms. It is recognized that modifications to construction line items may not initially be fixed price as the Government works through a change order and/or modification process. In such situations, the FAR instructs that such work should be fully definitized as soon as practicable, and certainly before closeout.

**B.11.3** The Master Contract does not include all applicable clauses for labor categories subject to the CWRR. Each Order must be tailored to include the appropriate clauses. FAR part 36, or authorized customer agency supplement, is a primary reference for construction contracting regulations.

## **B.12 Work Outside the Contiguous United States (OCONUS)**

**B.12.1** Contiguous United States (CONUS) means the 48 contiguous States and the District of Columbia, as defined in FAR 2.101.

**B.12.2** Non-foreign area means the States of Alaska and Hawaii, the Commonwealths of Puerto Rico, Guam and the Northern Mariana Islands and the territories and possessions of the United States (excludes the Trust Territories of the Pacific Islands).

**B.12.3** Foreign area means any area, including the Trust Territories of the Pacific Islands, situated both outside CONUS and the non-foreign areas.

**B.12.4** It is anticipated that there may be Orders for work in foreign areas. The Department of State Standardized Regulations (DSSR) addresses foreign area allowances and benefits for U.S. Government civilians. The U.S. Department of State's Bureau of Administration, Office of Allowances, (<https://www.state.gov/>) publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances. OCOs are authorized to select a foreign area pricing approach consistent with the DSSR that is tailored to their order requirements. If a task order request (TOR) includes foreign area work and the OCO has not identified a preferred foreign area pricing approach, contractors may include a foreign area pricing approach consistent with the DSSR and will explain and justify it in their task order quote/proposal. OCOs will determine if the approach results in a fair and reasonable price in accordance with the DSSR, FAR subpart 15.4, and FAR part 16 as applicable to Order types authorized by the Master Contract. Upon request of the OCO, the Contractor must provide other than cost or pricing data to support their proposal(s).

**B.12.5** The Master Contract does not include all applicable clauses for foreign area work. Each TOR, and the resulting Order, must be tailored to include appropriate clauses.

## **B.13 Master Contract Option Period Pricing**

**B.13.1** If the Government exercises the Master Contract option period, maximum labor rates will be determined by escalating the contract year five maximum labor rates using a Bureau of Labor Statistics (BLS) Employment Cost Index (ECI). The specific ECI to be applied by the Government as the basis for adjustment is "**Table 5: COMPENSATION (NOT SEASONALLY ADJUSTED) for total compensation for private industry workers, by occupational group and Industry, Professional, scientific, and technical services**". A simple "percentage" method will be used based on the average of the five previous full years of ECI data to make a one-time contract escalation.

**B.13.2** The calculated escalation rate will be applied consecutively for the Master Contract option period (including the FAR 52.217-8 option) as well as for the five years Orders may run beyond the end of the ordering period. As a result, each year of performance under the Master Contract will have separate pricing.

**B.13.3** The escalation will be calculated three months prior to exercising the Master Contract option period, using the latest published ECI information available at that time and implemented at the beginning of the Master Contract year six, if exercised.

**B.13.4** The Government does not intend to perform re-determinations or apply escalated rates retroactively to Orders awarded during the Master Contract Base ordering period unless an Order specifically provides for such retroactive re-determination.

## **Section C**

### **Description/Specifications/Statement of Work**

#### **C.1 Scope**

**C.1.1** The Master Contract scope provides Federal agencies with customized IT services and IT services-based solutions, both commercial and non-commercial, as defined in the Clinger-Cohen Act and FAR 2.101. Customized IT services-based solutions can be tailored to meet an agency's particular mission needs and may include new and emerging technologies that evolve over the life of the Master Contract. The principal nature of any resulting Order must be for IT services; however ancillary support may be included when it is integral to and necessary for the IT services-based effort. Services may be performed at Government and/or Contractor locations worldwide, as specified in each Order.

**C.1.2** Examples of work to be performed relative to Order requirements include the following. These examples are not meant to be all-inclusive, but rather general indications of the types of services within a given IT services-based solution. Other services not listed as examples, but which adhere to the definition of IT, are within scope and may be provided to meet an agency's particular mission needs.

- (1) Data Management
- (2) Information and Communications Technology
- (3) IT Operations and Maintenance
- (4) IT Security / IT workforce augmentation
- (5) Software Development
- (6) Systems Design

**C.1.3** The primary North American Industrial Classification System (NAICS) code for the Master Contract is designated as 541512, Computer Systems Design Services. Requirements that align with other IT services NAICS codes are within the scope of the STARS III GWAC. These NAICS codes include, but are not limited to: 541511, 541513, 541519, 518210.

#### **C.2 Scope Sub-Areas**

The contract provides two scope sub-areas which are available to provide fair opportunity for TOR requiring either emerging technology or performance outside of a CONUS location. OCOs have absolute discretion in identifying the area/sub-area under which fair opportunity is provided.

##### **C.2.1 Scope Sub-Area 1: Emerging Technology-Focused IT Services**

**C.2.1.1** This sub-area provides for IT services-based solutions which involve emerging technology (ET) innovation to securely accelerate transformation and advance mission outcomes. A TOR fits in this sub-area if it includes IT services-based solutions with ET as the focus.

**C.2.1.2** ET can be understood as evolving state-of-the-art information technologies and their use in solutioning to improve and/or transform business processes and enhance mission delivery. ET includes those technologies that are not yet mature in the marketplace and have the potential for wide-spread adoption. These technologies are in the early stages of their life cycles and have been implemented by early adopters.

**C.2.1.3** Rather than specifying predetermined technology solutions, agencies considering ET are encouraged to succinctly focus on articulating in the TOR the business problems they face, e.g. through the use of a statement of objective approach.

**C.2.1.4** ET activities include, but are not limited to:

- (1) Analyzing, designing and applying the knowledge needed to investigate and provide an ET solution.
- (2) Providing technical expertise and guidance to plan, conduct, technically direct, document, test and assess ET implementations, including operating and sustaining ET implementations.
- (3) Analyzing the trade-off of implementing vs. not implementing ET, including cost-benefit analysis.

**C.2.1.5** Illustrative ET examples include but are not limited to:

- (1) Artificial Intelligence (including Machine Learning, Deep Learning/Neural Networks, Natural Language Generation)
- (2) Autonomic Computing
- (3) Blockchain / Distributed Ledger
- (4) Quantum Computing
- (5) Robotic Process Automation
- (6) Technological Convergence
- (7) Virtual Reality (including Augmented Reality, Extended Reality, Mixed Reality)

**C.2.2** Scope Sub-Area 2: IT Services performed outside of CONUS

**C.2.2.1** This sub-area provides for IT services-based solutions to be performed outside the contiguous United States (OCONUS). A TOR can fit in this sub-area if the scope is primarily IT services and it includes performance in an OCONUS location.

**C.2.2.2** OCONUS work locations include the non-foreign work areas of Alaska and Hawaii, the Commonwealths of Puerto Rico, Guam and the Northern Mariana Islands and the territories and possessions of the United States (excluding the Trust Territories of the Pacific Islands) as well as foreign work areas (see B.12).

**C.3 Ancillary Support**

**C.3.1** IT services-based solutions may include work that, on its own, might not be considered IT. That work is characterized as "Ancillary Support." Ancillary Support can be structured in Orders consistent with the overall Order type, or as part of a hybrid Order type approach, consistent with the Pricing section. OCOs clearly express the desired Order type(s) for Ancillary Support in TORs and resulting Orders.

**C.3.2** Ancillary Support can be categorized as Ancillary Services and Ancillary Equipment, as shown below:

**C.3.2.1** Ancillary Services (IT project planning/management; clerical support; training; construction, alteration and repair; telecommunications/wireless transport; additional labor categories; etc.) must be integral and necessary for the IT services-based solution.

**C.3.2.2** Ancillary Equipment (hardware, software, software licenses, racks, mounts, etc.) may be purchased if it is integral and necessary for the IT services-based solution.

**C.3.3** IT Services must remain the principal purpose of the Order and the ancillary support must be integral and necessary for the IT services-based solution. The Contractor must not accept or perform work for an Order having the principle purpose of:

- (1) Ancillary Support
- (2) Personal services as defined in FAR Subpart 2.101(b)
- (3) A requirement that primarily uses employees not employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR Part 541 and/or employees primarily employed as labor or mechanics as defined in FAR subpart 22.401.



#### **C.4 Ancillary Telecommunications/Wireless**

Telecommunications, wireless, and satellite products and services may be purchased as part of an overall IT services-based solution. The sole purpose of a requirement may not be for a commodity (e.g. land mobile radios) or transport services or wireless connectivity. Section 889 of Public Law No: 115-232 and associated regulations are important considerations for ancillary telecommunications/wireless.

#### **C.5 Labor Categories for T&M and LH Orders**

**C.5.1** The labor categories provided in the Master Contract for time and materials (T&M) and labor-hour (LH) are very robust, and consistent with FAR 39.104 were written without minimum education and experience requirements - preferring instead to focus on competencies and responsibilities. Attachment J-2 contains the labor category definitions.

**C.5.2** OCOs may consider different labor categories for T&M and LH Orders when deemed necessary. These labor categories should include specialized skill sets not already clearly part of an existing labor category. The OCO is responsible for pricing these different labor categories pursuant to FAR subpart 15.4, the TOR's scope and the contract type(s).

#### **C.6 Performance Work Statement (PWS)**

The Master Contract is a stand-alone Performance-based Acquisition (PBA) independent from task order PBA requirements. The Master Contract PWS is limited to post award contract administration performance and reporting requirements as noted throughout Sections G and H. Critical performance standards are established for the Master Contract in Attachment J-1 Performance Requirements Summary (PRS). The PRS listings of Performance Objectives indicate the performance level required by the Government to meet the Master Contract requirements. For Orders issued under the Master Contract, OCO's will develop and execute their own PWS and PBA methods independent of the Master Contract PWS and PBA requirements.

**Section D**  
**Packaging and Marking**

Not applicable at the Master Contract level. FAR and/or agency provisions and clauses which are complementary to the existing Master Contract provisions and which are applicable at the Order level must be added by the OCO.

## Section E Inspection and Acceptance

### E.1 52.252-2 Clauses - (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: [www.acquisition.gov/FAR](http://www.acquisition.gov/FAR)

The following clauses apply to the Master Contract and may apply at the task order level, as applicable, depending upon the task order contract type, or as specifically referenced in the applicable task order for different line items:

FAR Clause	Title	Date
52.246-2	Inspection of Supplies-Fixed-Price	Aug 1996
52.246-2	Alternate I	Jul 1985
52.246-2	Alternate II	Jul 1985
52.246-4	Inspection of Services-Fixed-Price	Aug 1996
52.246-6	Inspection-Time-and-Material and Labor-Hour	May 2001
52.246-7	Inspection of Research and Development-Fixed-Price	Aug 1996
52.246-11	Higher-Level Contract Quality Requirement	Dec 2014
52.246-15	Certificate of Conformance	Apr 1984
52.246-16	Responsibility for Supplies	Apr 1984

### E.2 Inspection and Acceptance

The following section applies to the Contractor at the Master Contract level. Inspection of the deliverables provided hereunder will be made by the GSA GWAC PCO, COR or other Inspectors designated by the Contracting Officer. The place of inspection for reports required under this contract will be at the addresses for deliverables set forth in Section F. Final acceptance of deliverables will be made by the GSA GWAC COR (See G.4.4) designated in the contract.

### E.3 Task Order Contracting Officer Representative (COR)

The OCO may designate CORs for individual task orders issued under this contract. Designated CORs may participate in the administration of the task orders by evaluating contractor performance, inspecting and accepting services for the Government, and providing a report of inspection as well as contractor performance assessments to the Ordering Contracting Officer. This designation does not include authority to direct and/or authorize the contractor to make changes in the scope or terms and conditions of the task order without written approval of the Ordering Contracting Officer. The Contractor will be notified in writing by the Ordering Contracting Officer of the name, duties, and limitations of the CORs by means of the COR Designation Letter.

Ordering Contracting Officers should provide their agency specific inspection, acceptance, and quality assurance requirements within their task orders.

## Section F Deliveries or Performance

### F.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

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

FAR Clause	Title	Date
52.242-15	Stop-Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.247-34	FOB Destination	Nov 1991

### F.2 Master Contract Ordering Period

**F.2.1** The Master Contract ordering period is one five-year base period with one three-year option period. Per FAR 52.217-9, the three-year option period is a unilateral government right and is not guaranteed.

**F.2.2** The Master Contract ordering period does not commence at contract award. Instead, it begins after contract award, upon issuance of a written notice to proceed (NTP) by the Contracting Officer.

**F.2.3** After the Master Contract ordering period expires, the Master Contract will remain an active contract until performance of the final Order is completed and will govern the terms and conditions with respect to active Orders to the same extent as if it were completed during the Master Contract ordering period.

**F.2.4** GSA reserves the right to solicit for, award and issue NTP for multiple next generation 8(a) STARS GWACs during STARS III. This could result in overlapping ordering periods at the Master Contract level.

	Master Contract Ordering Period								Task Order Performance beyond Contract Ordering Period (No new Orders allowed)				
	Base Ordering Period					Option Ordering Period							
Contract Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Dates *	TBD to TBD	TBD to TBD	TBD to TBD	TBD to TBD	TBD to TBD	TBD to TBD	TBD to TBD	TBD to TBD	TBD to TBD	TBD to TBD	TBD to TBD	TBD to TBD	TBD to TBD

\* Actual dates will be provided following contract award and notice to proceed

**Table F-1: 8(a) STARS III Contract Years**

**F.3 Task Order Period of Performance**

**F.3.1** The period of performance (PoP) for each Order issued against the Master Contract must be specified in the individual Order. Orders may only be issued during the Master Contract ordering period. Under no circumstances will a new Order be issued if the Master Contract is not in effect (i.e. expired, cancelled, or terminated).

**F.3.2** An Order may be issued, with or without option periods, provided:

- (1) The Order PoP is consistent with the customer agency’s policy and fiscal law on task order duration and funding.
- (2) The Order PoP is not greater than five years beyond the final day of the Master Contract ordering period.

**F.3.3** An OCO may exercise a pre-priced Order-level option even if the Master Contract ordering period is no longer available for new Orders.

**F.4 Contract Deliverables Summary**

The following table summarizes deliverables under the Master Contract. Individual Orders may have additional deliverables as specified in each Order by the issuing agency. The Government does not waive its right to request deliverables under the Master Contract, even if such requirements are not specifically listed in this table.

<b>ID</b>	<b>Reference</b>	<b>Deliverable Title</b>	<b>Frequency</b>	<b>Deliver To</b>
1	G.5	Contractor’s Program Manager	Within 30 calendar days after the Notice to Proceed and/or any change	S3@gsa.gov and Government Designated Systems
2	G.7	Contractor Webpage	Within 30 calendar days after the Notice to Proceed and periodic updates	Contractor Webpage, with notification to S3@gsa.gov
3	G.8	Establish a shared company email address	Within 30 calendar days after the Notice to Proceed	S3@gsa.gov
4	G.17	Order Award and Modification Data	Report within 30 calendar days after the month the document was signed by the OCO	Government Designated System
		Invoice Data	Due within 30 calendar days after the month in which the invoice(s) was paid	
		Zero Invoice Data	Due by end of each calendar month if no invoices were paid	
		CAF Remittance Data	Due within 30 calendar days after the month in which the CAF was paid	

		Missing or Inaccurate data	Data corrections are due within ten (10) calendar days of notification, or as directed by the GWAC Program	
5	G.17.4	Order Verification and Validation	Within 6 months after task order period of performance ends	Government Designated System
6	G.18	CAF Remittance	CAF must be paid within 30 calendar days following the month in which the invoice is paid.	Government Designated System
7	G.19	Subcontracting Reports	Subcontracting data must be current no later than 30 calendar days after each annual reporting period	Government Designated System
8	G.20	Annual SCRM Plan Update	Annually from contract award date	S3@gsa.gov
9	G.21	Data Calls	Occasional surveys, due as indicated in request	As indicated in request
10	GSAM 552.204-70	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	Annually from contract award date	S3@gsa.gov
11	FAR 52.222-50	Combating Trafficking in Persons.	Annually from contract award date	S3@gsa.gov

**Table F-2: Contract Deliverables Summary**

## **Section G Contract Administration Data**

### **G.1 General**

This section provides procedures and establishes responsibilities regarding contract administration for the Master Contract, and where applicable, for each Order placed against the Master Contract. Additional contract administration requirements may be specified in each Order. Costs associated with these requirements will not be billed as a direct cost to the Government.

### **G.2 Authorized Users**

Pursuant to FAR 16.504(a)(4)(v), use of this contract is limited to Executive Agencies and other Federal Government entities (*for reference, see GSA ORDER OGP 4800.2I, Eligibility to use GSA Sources of Supply and Services (and any future versions)*). The GSA Order is publicly available and accessible for review on GSA's website <http://www.gsa.gov/directives-library>

### **G.3 Ombudsman**

In accordance with FAR 52.216-32 and GSAR 552.216-76, disputes at the Order level will be directed to the ordering agency's designated Ombudsman.

### **G.4 Roles and Responsibilities**

This section describes the roles and responsibilities of Government personnel at the Master Contract level. GSA reserves the right to modify the roles and responsibilities at any time during the ordering period of the Master Contract.

#### **G.4.1 Procuring Contracting Officer (PCO)**

**G.4.1.1** The PCO is the sole and exclusive government official with actual authority to award the Master Contract. After award of the Master Contract, the PCO may delegate any or all of the contract administration functions described in FAR 42.302 to an Administrative Contracting Officer.

**G.4.1.2** GSA reserves the right to assign multiple PCOs to this contract each empowered with the same duties and authority.

#### **G.4.2 Administrative Contracting Officer (ACO)**

Contracting responsibilities not specifically delegated by the PCO to an ACO are reserved to the PCO.

#### **G.4.3 Ordering Contracting Officer (OCO)**

**G.4.3.1** Only a duly warranted Contracting Officer (as defined in FAR subpart 2.1) who has received a Delegation of Procurement Authority (DPA) from the PCO may issue and administer an Order against the Master Contract. For purposes of this Master Contract, these individuals are identified as Ordering Contracting Officers (OCOs).

**G.4.3.2** 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. No work may be performed; no debt or obligation accrued and no payment may be made except as authorized by a bona-fide written order signed by an OCO holding a written STARS III DPA.

#### **G.4.4 Contracting Officer's Representative (COR)**

**G.4.4.1** The STARS III PCO may designate one or more Contracting Officer's Representatives (COR) to perform specific technical or administrative functions at the Master Contract level. The specific rights and responsibilities of the COR will be described in writing. A COR has no actual, apparent or implied authority to bind the Government.

**G.4.4.2** The OCO may designate CORs for individual Orders issued.

#### **G.5 Contractor's STARS III Program Manager**

**G.5.1** The Contractor must provide a senior program manager of the STARS III GWAC at no direct cost to the Government. The Program Manager's responsibilities include, but are not limited to:

- (1) Assuring that the contractor's engagements with customers are accurate and consistent with STARS III's scope;
- (2) Promote STARS III to the Federal government through participation in trade shows, conferences, and other meetings where federal government personnel are present;
- (3) Promoting contractor identity as a STARS III contract holder by using the approved GSA logo in advertising, placing these identifiers in printed and on-line communications; displaying STARS III promotional placards; and, disseminating STARS III marketing materials;
- (4) Educating and training Contractor staff to ensure effective communication with existing and potential customers regarding STARS III's technical scope, value proposition, and benefits;
- (5) Thorough, timely and accurate reporting as required by the Master Contract and Orders;
- (6) Resolving performance issues at the Order level.

**G.5.2** The Program Manager's name, email address, and telephone number will be emailed to S3@gsa.gov within 30 calendar days of the Notice to Proceed and provide updated information any time there is a change in the Program Manager or their contact information.

#### **G.6 Electronic Access to Contract**

The Government will post a conformed version of the Master Contract and associated ceiling prices on its STARS III website.

#### **G.7 Contractor Webpage**

**G.7.1** The Contractor will develop and maintain a current, publicly available web page accessible via the Internet throughout the Master Contract ordering period. The Contractor will provide the web address to S3@gsa.gov within 30 days after the receipt of Notice to Proceed. The Contractor will ensure all information provided on their webpage is maintained until Master Contract closeout. At a minimum, the webpage must include the following items:

- (1) Link to the GSA STARS III website ([www.gsa.gov/s3](http://www.gsa.gov/s3))
- (2) Master Contract Number
- (3) Contractor DUNS/UEI Number, CAGE Code
- (4) Contact information of the Contractor's Program Manager

**G.7.2** The webpage will be prominently located on the Contractor's website where other Government contracts are listed. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide world-class IT services and IT services-based solutions under the Master Contract.

**G.7.3** This webpage at a minimum, must conform to the relevant accessibility standards referenced in Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of



1998 (P.L. 105-220), August 7, 1998, Section 1194.22, Web-based Intranet and Internet Information and Applications.

## **G.8 Electronic Communications**

**G.8.1** The Contractor must establish, monitor and maintain a STARS III GWAC electronic mailbox for receipt of communications relating to the STARS III GWAC from Master Contract Notice to Proceed through Master Contract closeout. This mailbox must be maintained and monitored as it is an acceptable forum for providing fair opportunity to be considered on task order requests. The electronic mailbox name must include "STARS3@", e.g. STARS3@xyzcorp.com. The only characters prior to the "@" will be "STARS3". The Contractor will provide the email address to S3@gsa.gov within 30 days after the receipt of Notice to Proceed.

**G.8.2** The Contractor must establish, monitor and maintain an active account in the GSA eBuy ([www.ebuy.gsa.gov](http://www.ebuy.gsa.gov)) and GSA's Assisted Acquisition Services Business System (AASBS) systems ([portal.fas.gsa.gov](http://portal.fas.gsa.gov)), which may be used to compete TORs and announce Order awards. Contractor obligations regarding these systems guarantees to OCOs that TOR postings are sent to and received by the Contractor.

**G.8.3.** The Contractor will notify the STARS III PCO ([s3@gsa.gov](mailto:s3@gsa.gov)) of any update to its contact information as listed on the GSA's 8(a) STARS III website, and is responsible for verifying requested changes have been made.

## **G.9 Meetings**

### **G.9.1 Post-Award Orientation Conference**

The Contractor's designated STARS III Program Manager, or their designee, must attend a mandatory Post-Award Orientation Conference after the Notice to Proceed that will be held at a time and place to be determined by the STARS III GWAC PCO (FAR 42.503-1) at no additional cost to the Government. The purpose of the Post-Award Orientation Conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements in the Master Contract and identify and resolve potential issues. This conference may also be conducted via a virtual webinar.

### **G.9.2 Program Management Review**

The STARS III Program may conduct up to two (2) mandatory Program Management Review (PMR) meetings per year. PMR meetings may be held at a government or commercial facility, a commercial conference center; or occasionally held at a mutually agreed-upon Contractor facility on a rotational basis. PMR meetings may also be conducted via a virtual webinar. The Contractor's Program Manager, or their designee, will be required to attend and participate at all PMR meetings. The STARS III PMR meetings provide a platform for Contractors, GWAC Center staff, and other GSA & non-GSA agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing GSA and government-wide initiatives, speak to Contract Administration matters, and address Master Contract fundamentals.

## **G.10 Ordering Procedures**

**G.10.1** Ordering procedures must comply with FAR 16.505.

**G.10.2** Any services, including ancillary support, to be furnished under this contract will be ordered by issuance of written Orders. Oral orders are not authorized. An Order specifies and authorizes the work to be performed by the Contractor. The Order will include pricing and a work statement (e.g. statement of work (SOW), performance work statement (PWS) or statement of objectives (SOO)). Per FAR 19.303, all

Orders must reference the applicable NAICS code which best describes the principal purpose of the IT services being acquired.

**G.10.3** Orders may only be issued within the Master Contract's scope, period and ceiling / maximum value.

**G.10.4** Contractor due diligence, preparation, presentation, and discussion of the Offeror's proposal in response to a TOR will be at no direct cost to the Government.

**G.10.5** All Orders issued against the Master Contract are subject to the terms and conditions of the Master Contract at the time of Order award. In the event of any conflict between the Order and the Master Contract, the Master Contract takes precedence.

## **G.11 Fair Opportunity**

**G.11.1** The Fair Opportunity to Be Considered ("Fair Opportunity") requirements at FAR 16.505(b)(1) and the exceptions to Fair Opportunity at FAR 16.505(b)(2) apply to Orders issued against the Master Contract.

**G.11.2** The Government may disseminate Request for Information (RFI)/Request for Quotation (RFQ)/Request for Proposal (RFP)s via commercial mail carrier, e-mail, facsimile, GSA's e-Buy ([www.gsa.gov/ebuy](http://www.gsa.gov/ebuy)), AASBS ([portal.fas.gsa.gov](http://portal.fas.gsa.gov)), or other means as prescribed by the OCO's agency. Solicitation synopsis using Beta.SAM.gov to publicize TORs is not required or recommended under indefinite-delivery contracts. The use of any one of the preceding mediums to broadcast an RFQ/RFP notice to all contract holders satisfies the Fair Opportunity to be considered notification requirement.

**G.11.3** The method to obtain fair opportunity will be determined by the OCO IAW applicable regulations and agency policies/procedures.

**G.11.4** Each Contractor is responsible for establishing, monitoring and maintaining a current and accurate account in the GSA eBuy and AASBS systems, which may be used to announce TORs and Order awards.

## **G.12 Orders below the 8(a) Competition Threshold**

**G.12.1** In accordance with Section 8(a) of the Small Business Act and FAR subpart 19.8, Orders may be awarded on a sole source basis up to the 8(a) competition threshold based on the contractor's self-marketing efforts or past performance. The OCO must make a determination of price reasonableness and have the authority to make award decisions for each order.

**G.12.2** Competition below the 8(a) competitive threshold requires approval by the SBA IAW FAR 19.805-1(d)

## **G.13 Order-level offer and acceptance by the SBA**

Offer and acceptance is required for each sole source order per FAR 19.804-6. Order level offer and acceptance is not required for competitive Orders.

## **G.14 Order Close-out**

The Contractor will cooperate with the OCO to support timely Order closeout.

## **G.15 Contractor Performance System**

**G.15.1** Past performance evaluations for task orders will typically reside in the Contractor Performance Assessment Reporting System (CPARS). OCOs complete Order-specific past performance records and all engagements pertaining to such records are between the respective OCO and performing contractor.

**G.15.2** Contractors must register in the appropriate past performance assessment systems as prescribed by the customer agency policy.

## **G.16 Subcontracting Considerations**

**G.16.1** FAR Clause 52.219-14 is applicable to the STARS III contract. There is a relevant FAR Case (2016-011) pending, and the GSA reserves the right to incorporate changes which result from the case into the solicitation/contract once it is complete. STARS III contract holders are expected to perform a meaningful amount of work/add significant readily-identifiable value on each Order to prevent pass-through situations. Contractor compliance with the Limitations on Subcontracting will be a factor in determining whether a contractor's Master Contract option is exercised.

**G.16.2** All STARS III prime contractors are responsible for managing their mix of prime/subcontractor performance.

**G.16.3** At the Order level, OCOs may require:

- (1) Contractors to disclose the amount of work they intend to perform with their own resources. OCOs may request a well-defined plan from 8(a) prime contractors to facilitate this review, and may qualitatively evaluate such plans during Order source selection if established in the TOR.
- (2) Consent to subcontracts pursuant to FAR subpart 44.2. Consent to subcontract is not being provided at the Master Contract level.
- (3) Subcontractor responsibility determinations of prospective subcontractors per FAR 9.103 and FAR 9.104-1.
- (4) Invoice level subcontract reporting

## **G.17 Reporting Transactional Data**

**G.17.1** The Contractor must report transactional data electronically in the Contract Payment Reporting Module (CPRM) via the GSA ASSIST portal (<http://portal.fas.gsa.gov>) or other government designated system. Contractors will adhere to the instructions and definitions for each reported data element as stated within CPRM. The Government intends to post the reported hourly labor rates to the Prices Paid portal. The Prices Paid portal will be available to OCOs and agency program staff via a separate secured Government portal.

**G.17.2** The Contractor must report all Order awards, modifications, invoices (including zero invoice reports), and Contract Access Fee data within the timeframe specified in paragraph F.4. Order records in CPRM may be established, and some associated data may be populated, based on data reported in other government systems. Contractors are responsible for reporting any missing data, verifying the accuracy/completeness of imported data, and will attach applicable supporting documentation (e.g. Order award document, Statement of Work, modification form, invoices, etc.). Contractors will correct inaccurate and/or add missing data within 10 calendar days of notification by the GSA.

**G.17.2.1** Refer to CPRM instructions for the reporting process. The data elements identified below are representative of what is required. It is mandatory to complete the data elements in the format outlined in the CPRM reporting instructions.

- a. Contract Number
- b. Order Description
- c. Predominate Contract Type(s)
- d. Performance based Contract (YES/NO)
- e. GSA Assisted Services (YES/NO)
- f. Initial Period of Performance
- g. Award Date
- h. Initial Obligated/Funded Amount
- i. Total Obligated/Funded Amount
- j. Total Estimated Value
- k. Ordering Contracting Officer Name
- l. Closed Out (YES)
- m. Receiving Agency/Bureau and location
- n. Place of Performance street, city, state, zip, country
- o. Attachments (Award Documents/SOW/SOO/PWS)
- p. Order Number
- q. Parent and subordinate Orders - if applicable
- r. Modification Number
- s. Modification Period of Performance
- t. Estimated Ultimate Completion Date
- u. Modification type
- v. Order Mod Description
- w. Mod Award Date
- x. Mod Obligated/Funded Amount
- y. Invoice/Voucher Number
- z. Invoice Date
- aa. Invoice Amount
- bb. Contract Access Fee Reported
- cc. Unit of measure
- dd. Itemized charges categorized as follows:
  - (1) Time and Material/Labor Hour Labor Cost
  - (2) Labor Categories and Awarded Task Order Rates

**G.17.3** If appropriate, Contractors will convert all currency to U.S. dollars using the “Treasury Reporting Rates of Exchange,” issued by the U.S. Department of Treasury, Financial Management Service.

**G.17.4** The Contractor will verify that all data elements have been accurately and completely reported within the designated reporting system within six months after the task order Period of Performance end date. Any data identified during verification that is incorrect, will be corrected within 30 calendar days.

### **G.18 Contract Access Fee (CAF) Remittance**

**G.18.1** The CAF is charged against all Orders and applied to the total invoice amount for Contractor performance. The total invoice amount is inclusive of labor, fees (including award fees and incentive pools), ancillary support and travel.

**G.18.2** Contractors must include the total CAF on each invoice. Contractors will remit to GSA the total CAF amount from paid invoices.

**G.18.3** CAF will be paid within 30 calendar days following the month in which the invoice is paid.

**G.18.4** CAF payments must be remitted via the government designated system. Payments can be made directly from the contractor's business bank account. Contractors will contact their financial institution/bank to establish an account authorizing Automated Clearing House (ACH) Direct Debit payments via a government designated system. If for reasons outside of human control, e.g., Act of God, where you are not able to remit the CAF via the government designated system, you must request written permission from GSA to pay CAF outside the government designated system. This written permission must be remitted to and approved by the GWAC Program Office.

**G.18.5** STARS III CAF payments may not be combined with another GWAC, Schedule, or any other GSA Contract.

**G.18.6** Submitting CAF on a timely schedule is a contractual requirement in this Master Contract, and it is also a regulatory requirement pursuant to FAR subpart 32.6 Contract Debts. Failure to remit the CAF in a timely manner will constitute a contract debt to the United States.

### **G.19 Subcontract Reporting**

**G.19.1** Contractors should maintain up-to-date records concerning prime and subcontract performance costs. Contractors must periodically report that information via the government designated system. Subcontracting data must be current within the government designated system no later than 30 calendar days after the end of each contract year.

**G.19.2** Contractors with no active Orders or no subcontract labor on any Orders in the preceding contract year will submit a negative report via email to the STARS III GWAC email address at [s3@gsa.gov](mailto:s3@gsa.gov) with a statement of "NO SUBCONTRACTING ACTIVITY TO REPORT FOR THIS CONTRACT YEAR". The negative report submitted should contain the contractor's contract number in the email subject line.

### **G.20 Annual Supply Chain Risk Management (SCRM) Plan Submission**

To ensure Contractors remain aware of and are implementing emerging SCRM requirements over the life of the Master Contract, a SCRM Plan will be submitted to the STARS III PCO ([s3@gsa.gov](mailto:s3@gsa.gov)) no later than 30 calendar days after the end of each contract year. Refer to NIST SP 800-161 for a plan template.

### **G.21 GWAC Data Calls**

GSA may occasionally conduct surveys or request information from contractors pertaining to the 8(a) STARS III GWAC. The Contractor will email their response to [S3@gsa.gov](mailto:S3@gsa.gov), or a designated reporting application, by the indicated due date.

## Section H Special Contract Requirements

### H.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

FAR Clause	Title	Date
52.234-4	Earned Value Management System	Nov 2016

### H.2 Marketing

**H.2.1** Contractors may develop and distribute electronic and/or printed materials to enhance awareness of the 8(a) STARS III Contract. Contractors are encouraged to participate in various conferences and trade shows hosted by GSA to facilitate outreach efforts for eligible customers and to aid in the marketing of STARS III.

**H.2.2** STARS III specific marketing and promotional materials must be approved by GSA prior to publication. Materials may be co-branded with marks owned or licensed by the Contractor and GSA in compliance with GSA Star Mark guidelines at <https://www.gsa.gov/reference/gsa-logo-policy>. Requests for approval must be submitted to [S3@gsa.gov](mailto:S3@gsa.gov).

### H.3 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 Order level. In the event that an Order requires activity that would create an actual or potential conflict of interest, the Contractor must identify the potential or actual conflict to the OCO for review per FAR subpart 9.5.

### H.4 Permits

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

### H.5 Information Assurance (IA)

**H.5.1** Information Assurance (IA) capabilities and actions protect and defend network availability, protect data integrity and provide the ability to implement effective computer network defense. As stipulated in individual Orders, the Contractor will provide cost effective, timely and proactive IA measures and controls including any required documentation. Corrective actions will be established and implemented to mitigate risks before exploitation and to protect against vulnerabilities and threats once they have been identified. Innovative approaches and best business practices are to be established and utilized for information system security. In addition to HSPD-12 requirements, the Contractor will comply with agency specific information assurance requirements. These requirements may include, but are not limited to: personnel security clearances/background checks; operations--security risk assessments, vulnerability of

management processes and plans, installation/configuration of IA compliance documentation; and defense of the environment--including hardware and software, networks, and supporting infrastructure, as dictated by the nature of the information (classified/unclassified) and associated risk.

**H.5.2** The Contractor must report Foreign Interests at the prime and subcontract levels as required by the individual Order. The Contractor must provide access to the Contractor's facilities, personnel and documents for the purposes of audit or inspection by an authorized Inspector General (IG) or designated security certification activity to ensure appropriate IA practices are in place. Additional IA information is available at <http://www.dss.mil>.

## **H.6 IT Security Considerations**

**H.6.1** IT Security, often referred to as cybersecurity, is the body of technologies, processes and practices designed to protect networks, computers, programs and data from attack, damage or unauthorized access. Examples of IT Security services include, but are not limited to:

- (1) Continuous Diagnostics and Mitigation
- (2) Continuous Security Monitoring Services
- (3) Identity Management and Access Management
- (4) Information Assurance
- (5) Intrusion Detection
- (6) IT Disaster Recovery Services
- (7) IT Security Incident Response
- (8) Network Security Monitoring
- (9) Security Assessment Services / Vulnerability Analysis Services

**H.6.2** Contractors entering into an agreement for service to government activities will be subject to IT security standards, policies, reporting requirements, and government wide laws or regulations applicable to the protection of government wide information security, as listed in Attachment J-4, Cybersecurity & Supply Chain Risk Management.

### **H.6.3 Additional Cybersecurity and Supply Chain Risk Management (SCRM) Requirements**

**H.6.3.1** Cybersecurity and SCRM are dynamic areas with developing regulations and requirements as evidenced by the publication of the Cybersecurity Maturity Model Certification (CMMC) framework by the Department of Defense (DoD) in January 2020 as well as National Institute of Standards and Technology (NIST) Special Publication (SP) 800-161 and SP 800-171. As 8(a) STARS III is a Government-wide Acquisition Contract (GWAC) with potential customers of both civilian and defense organizations, it is important for the vehicle to remain relevant in light of changing requirements (see Attachment J-4: Cybersecurity & Supply Chain Risk Management (SCRM) References).

**H.6.3.2** The theft of intellectual property and Controlled Unclassified Information (CUI) through malicious cyber activity threatens not only the economic security of the United States, but our national security as well. Nation states, criminal and terrorist organizations, and rogue individuals will continue to target the defense industrial base as well as Government agencies and commercial entities in order to disrupt operations and/or undercut our technological advantages.

**H.6.3.3** While CMMC is currently a DoD requirement, it may also have utility as a baseline for civilian acquisitions; so it is vital that contractors wishing to do business on 8(a) STARS III monitor, prepare for and participate in acquiring CMMC certification.

**H.6.3.4** 8(a) STARS III contractors should begin preparing for CMMC and SCRM accreditation by staying aware of developing requirements and by implementing the appropriate NIST SP 800-series documents. Examples of appropriate actions include the following:

- (1) Determine if your company receives federal funds from the Department of Defense either directly as a prime contractor or indirectly via subcontracts, purchase orders, or other contractual agreements. If so, and/or if Civilian agencies adopt the same program, you should be prepared to obtain at least a Level 1 certification.
- (2) Determine whether your company currently or in the future expects to electronically process, store, or transmit CUI in the performance of its defense contracts. If so, you should be prepared to obtain at least a Level 3 certification.
- (3) Review your company's current compliance with NIST SP 800-171 Rev 1 in relationship to your expected CMMC level requirements. Begin drafting a System Security Plan (SSP) in accordance with NIST SP 800-18 Rev 1, If you currently have a Plan of Action and Milestones (POAM) in place or identify additional concerns, dedicate appropriate resources to ensure that progress is being made to close any gaps as quickly as possible. Examine Draft NIST SP 800-171B for enhanced security requirements to improve cybersecurity maturity capabilities as applicable given the CMMC level you intend to attain.
- (4) Review your company's current compliance with NIST SP 800-161 to include the establishment of a SCRM Plan.
- (5) Investigate your subcontractor base as CMMC and SCRM requirements may flow down to subcontractors, including commercial item subcontractors. It is expected that consent to subcontract at the Order level may also consider subcontractor CMMC level.
- (6) Participate in SCRM and/or CMMC workshops recommended or hosted by GSA.

**H.6.4** IT Security requirements will be dictated by agency requirements specified on individual Orders.

## **H.7 Security Clearances**

**H.7.1** The Master Contract and associated maximum labor rates are inclusive of personnel and facility security clearance up to the Secret level for performance within the Contiguous United States (CONUS). The Master Contract does not require Contractors to receive/hold a clearance. GSA will not sponsor clearances at the Master Contract level. Clearances may be sponsored at the task order level.

**H.7.2** TORs may require security clearance requirements and when they do, only those industry partners meeting the required security clearance will be able to compete. When classified work is to be performed on an Order, the Contract Security Classification Specification (DD Form 254 or agency equivalent) will be coordinated with the Contractor by the requiring agency.

**H.7.3** The Contractor is responsible for providing personnel with appropriate security clearances to ensure compliance with Government security regulations, as specified on individual Orders. The Contractor will fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employee's trustworthiness and suitability for the position. Clearances may require Special Background Investigations (SBI), Sensitive Compartmented Information (SCI) access or Special Access Programs (SAP), or agency-specific access, such as a Q clearance or clearance for restricted data.

## **H.8 Contractor Training**

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

## **H.9 Government Property**

There is no government furnished property associated with the STARS III Master Contract. Any equipment, property, or facilities furnished by the Government, as well as any Contractor-acquired



property, must be specified on individual Orders and will comply with applicable requirements, provisions and clauses required by FAR part 45.

## **H.10 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 Offeror's solution includes leasing, will not be the Lessee. Under no circumstances on any Order issued against this Master Contract will:

- (1) The Government be deemed to have privity-of-contract with the owner/lessor of the leased items; or
- (2) The Government be held liable for early termination/cancellation damages if the Government decides not to exercise an Option period under an Order unless the Contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of its Proposal and the OCO for the Order has specifically approved/allowed such damages as part of the Award. The STARS III Master 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.11 Electronic and Information Technology Accessibility**

**H.11.1** Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, or used under task orders issued against the contract must comply with the "Electronic and Information Technology Accessibility Provisions" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194.

**H.11.2** The Contractor must reference the Section 508 technical standards below as a resource for meeting compliance of deliverables:

- (1) 1194.21 Software applications and operating systems
- (2) 1194.22 Web-based Intranet and Internet Information and Applications
- (3) 1194.23 Telecommunications Products
- (4) 1194.24 Video and multimedia products
- (5) 1194.25 Self-contained, closed products
- (6) 1194.26 Desktop and portable computers
- (7) 1194.31 Functional Performance Criteria
- (8) 1194.41 Information, Documentation and Support

**H.11.3** The Contractor must comply with all required Federal or agency standards, including providing a Voluntary Product Accessibility Template (VPAT) or Government Product Accessibility Template (GPAT), as specified in the scope of work for each task order. OCOs have the option to perform testing and validation of EIT deliverables against any conformance claim and may include Section 508 compliance as an evaluation factor within a task order.

**H.11.4** Information about Section 508 provisions is available at <http://www.section508.gov/>. The complete text of Section 508 Final provisions can be accessed at <http://www.access-board.gov/>.

## **H.12 Off Ramp**

**H.12.1** STARS III Contractors are expected to participate in the STARS III ordering process by submitting proposals in response to TORs for which the STARS III Contractor has a reasonable chance for award, to successfully perform the terms of their Orders, and to promptly improve performance should it ever not meet the terms of the Orders. If a STARS III Contractor does not meet these expectations, it is the Government's intent to "off-ramp" the Contractor by:

- (1) Permitting the Contractor's STARS III Contract to expire instead of exercising the Option; or

- (2) Implementing a termination for convenience (if applicable and only if such action is in the GSA's interest); or
- (3) Implementing a termination for default, if applicable; or
- (4) Taking any other action which may be permitted under the STARS III Contract's terms and conditions.

#### **H.12.2 Minimum Contract Sales**

Contractors awarded a STARS III contract are expected to meet a minimum contract sales (MCS) requirement during the base contract ordering period (contract years 1 through 5). The MCS is \$100,000 in Order value for each awardee. If the Contractor does not meet the applicable MCS requirement during the base contract ordering period, the Government will not consider exercising the contractor's contract option period.

**H.12.3** Conditions prohibiting the exercising of a Master Contract option period include:

- (1) Failure to meet the minimum contract sales requirement of \$100,000 in awarded Order value during the initial 5 year Master Contract ordering period (H.12.2).
- (2) Re-representing as other than small per FAR 52.219-28, Post-Award Small Business Program Rerepresentation.
- (3) Non-compliance with FAR 52.219-14, Limitations on Subcontracting. Willful failure or refusal to furnish the required reports, or gross negligence in managing the subcontracting limitation, or falsification of reports constitutes sufficient grounds to terminate the Contractor for Cause
- (4) No longer an active participant in SBA's 8(a) program (e.g. graduated, terminated, or otherwise exited from the program)
- (5) Failure to complete Master Contract reporting in a timely and accurate manner (G.17)
- (6) Failure to remit CAF to the GSA in a timely and accurate manner (G.18)

#### **H.13 Onboarding**

**H.13.1** It is in the Government's interest that an adequate number of STARS III Contractors remain eligible to compete for Orders over the entire Master Contract ordering period. Recognizing this, the GSA reserves the right to periodically review the total number of Contractors participating in the STARS III ordering process and onboard additional Contractors if doing so is necessary to meet its acquisition goals. This is a discretionary unilateral authority of the GSA. STARS III provides various onboarding methods after the initial contract awards are made, equipping GSA with efficient and effective flexibilities. These methods include, but are not limited to, the following.

**H.13.1.1** General Open Season: GSA reserves the right to periodically review the need for and determine whether or not it is in the Government's interest to hold a general open season to add Contractors to the Master Contract.

**H.13.1.2** Targeted on ramp: GSA reserves the right to periodically review the need for and determine whether or not it is in the Government's interest to hold a targeted on-ramp intended to add new Contractors to one or more of the Master Contract's scope sub-areas, e.g. Emerging Technology and / or Performance outside of CONUS.

**H.13.1.3** Adding scope sub-areas to an existing Master Contract: GSA reserves the right to periodically review the need for and determine whether or not it is in the Government's interest to add scope sub-area awards for Contractors already holding a Master Contract. Adding awards in the Emerging Technology and/or the Performance outside of CONUS scope sub-area will require the Contractor to have gained relevant experience in the sub-area since the initial Master Contract award.

**H.13.2** STARS III Contractors may not hold more than one STARS III Master Contract at any time.

## **H.14 Technical Refreshment**

**H.14.1** After contract award, the Government may implement technical refreshment of the contract scope (Section C) and/or the labor categories consistent with the appropriate changes clause in order to improve performance and/or adapt to changes in information technology.

**H.14.2** This refreshment includes, but is not limited to, identifying new Emerging Technology-focused information technology solutions as well as removing those activities which have matured to the point where they are no longer considered ET. GSA will consider various industry and Government information sources to identify new ET-focused information technology solutions as they arise and to determine when existing ET activities are no longer considered as ET.

## **H.15 Order Level Protest**

In accordance with FAR 16.505(a)(10), no protest under \$10,000,000 is authorized in connection with the issuance or proposed issuance of an Order except on the grounds that the Order increases the Master Contract's scope, period, or maximum value.

## **H.16 Master Contract Size Re-representation**

**H.16.1** FAR 52.219-28 is applicable to the STARS III GWAC. Any changes to a contractor's size status resulting from a size re-representation will be reflected in the contractor's STARS III System for Award Management (SAM) record.

**H.16.2** FAR 52.219-28 requires a Contractor to notify and provide certain details to the STARS III PCO relating to a novation, or merger and acquisition. The Contractor must present an approved SBA waiver per 13 CFR 124.515 in order for the ownership change to be considered.

## **H.17 Order Size Re-representation**

**H.17.1** OCOs have the discretion to require a re-representation of the Contractor's size status as a condition of competitive order award. This is not necessary for sole source Orders, as a separate offer and acceptance by the SBA is required per paragraph G.11.

**H.17.2** Inclusion of a NAICS code in a TOR does not amount to a request for Order-level size re-representation (OSR). STARS III Contractors encountering a NAICS code and size standard in a TOR without explicit size re-representation language should ask the OCO to clarify their intent.

**H.17.3** An OCO who intends to require an Order-level size re-representation as a condition of Order award will explicitly make that assertion in the TOR and is encouraged to use the OSR template found in the Small Business GWAC Ordering Guide.

## **H.18 Cybersecurity Maturity Model Certification (CMMC) and Other Certifications**

**H.18.1** GSA reserves the right to survey 8(a) STARS III awardees from time-to-time in order to identify and to publicly list each industry partner's CMMC level and ISO certifications, such as, but not limited to, ISO/IEC 27010:2015, ISO/IEC 20243, ISO/IEC 27000, ISO/IEC 27036 and ISO 9001:2015.

**H.18.2** 8(a) STARS III Order competitions may be restricted by designation of an applicable CMMC level and / or ISO certification, such as, but not limited to, ISO/IEC 27010:2015, ISO/IEC 20243, ISO/IEC 27000, ISO/IEC 27036 and ISO 9001:2015.

**H.18.3** GSA reserves the right to require CMMC Level 1 certification as mandatory to be considered for the 8(a) STARS III option as well as for any general Open Season or targeted onboarding opportunities.

#### **H.19 Electronic Products Environmental Assessment Tool**

If electronic hardware is procured as ancillary equipment in an Order under the Master Contract, GSA encourages Contractors to participate in and to use the Electronic Products Environmental Assessment Tool (EPEAT).

#### **H.20 Contractor Participation in Work Scope Quality Assurance**

Maintaining the integrity of the Master Contract is in the interest of all parties to the contract. The Government will only be obligated for work that is within the scope of the Master Contract and ordered by an OCO holding a valid STARS III DPA issued by the GSA.

## Section I Contract Clauses

### I.1 General

Due to the various combinations of contract provisions / clauses that may be required for an individual Order based on the contract type, statement of work, dollar value, and other specific customer agency requirements, the STARS III GWAC cannot predetermine all the contract provisions / clauses for future individual task orders. However, all Required and Required when Applicable provisions / clauses set forth in FAR 52.301 automatically flow down to all STARS III Orders, based on their specific contract type, statement of work, and dollar value.

The OCO must identify any Optional, and / or Agency-specific provisions / clauses for each individual task order solicitation and subsequent task order award. The OCO must provide the provision / clause Number, Title, Date, and fill-in information (if any), as of the date the task order solicitation is issued.

### I.2 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: [www.acquisition.gov/FAR](http://www.acquisition.gov/FAR)

<b>FAR Clause</b>	<b>Title</b>	<b>Date</b>
52.202-1	Definitions	Jun 2020
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	Jun 2020
52.203-7	Anti-Kickback Procedures	Jun 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.203.13	Contractor Code of Business Ethics and Conduct	Jun 2020
52.203.14	Display of Hotline Poster(s)	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Jun 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-2	Security Requirements	Aug 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Jun 2020
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	Oct 2016
52.204-18	Commercial and Government Entity Code Maintenance	Jul 2016

52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Jul 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Aug 2019
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jun 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Oct 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
52.215-2	Audit and Records-Negotiation	Jun 2020
52.215-8	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-9	Changes or Additions to Make-or-Buy Program	Oct 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	Aug 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications	Jun 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	Jun 2020
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications	Jun 2020
52.215-14	Integrity of Unit Prices	Jun 2020
52.215-15	Pension Adjustments and Asset Reversions	Oct 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Jul 2005
52.215-19	Notification of Ownership Changes	Oct 1997
52.215-23	Limitations on Pass-Through Charges	Jun 2020
52.219-3	Notice of HUBZone Set-Aside or Sole Source Award	Mar 2020
52.219-6	Notice of Total Small Business Set-Aside	Mar 2020
52.219-8	Utilization of Small Business Concerns	Oct 2018
52.219-13	Notice of Set-Aside of Orders	Mar 2020
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	Mar 2020
52.219-28	Post-Award Small Business Program Rerepresentation	May 2020
52.219-29	Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns	Mar 2020
52.219-30	Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program	Mar 2020
52.222-3	Convict Labor	June 2003
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation	Mar 2018
52.222-19	Child Labor-Cooperation with Authorities and Remedies	Jan 2020
52.222-21	Prohibition of Segregated Facilities	Apr 2015
52.222-26	Equal Opportunity	Sept 2016
52.222.35	Equal Opportunity for Veterans	Jun 2020
52.222-36	Equal Opportunity for Workers with Disabilities	Jun 2020

52.222-37	Employment Reports on Veterans	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-46	Evaluation of Compensation for Professional Employees	Feb 1993
52.222-50	Combating Trafficking in Persons	Jan 2019
52.222-54	Employment Eligibility Verification	Oct 2015
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	May 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	May 2020
52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products	Oct 2015
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	Aug 2018
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Jun 2020
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation	Dec 2016
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-1	Buy American-Supplies	May 2014
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act	May 2014
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008
52.225-14	Inconsistency between English Version and Translation of Contract	Feb 2000
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	May 2020
52.227-1	Authorization and Consent	Jun 2020
52.227-3	Patent Indemnity	Apr 1984
52.227-5	Waiver of Indemnity	Apr 1984
52.227-11	Patent Rights-Ownership by the Contractor	May 2014
52.227-13	Patent Rights-Ownership by the Government	Dec 2007
52.227-14	Rights in Data-General	May 2014
52.227-17	Rights in Data-Special Works	Dec 2007
52.227-18	Rights in Data-Existing Works	Dec 2007
52.227-19	Commercial Computer Software License	Dec 2007
52.227-23	Rights to Proposal Data (Technical)	Jun 1987
52.228-5	Insurance-Work on a Government Installation	Jan 1997
52.229-3	Federal, State, and Local Taxes	Feb 2013
52.229-6	Taxes-Foreign Fixed-Price Contracts	Feb 2013
52.232-1	Payments	Apr 1984
52.232-7	Payments under Time-and-materials and Labor-Hour Contracts	Aug 2012
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984

52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-1	Disputes	May 2014
52.233-1	Alternate I	Dec 1991
52.233-3	Protest after Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes-Fixed Price-Alternate I	Aug 1984
52.244-2	Subcontracts	Jun 2020
52.244-5	Competition in Subcontracting	Dec 1996
52.245-1	Government Property	Jan 2017
52.245-9	Use and Charges	Apr 2012
52.247-63	Preference for U.S.-Flag Air Carriers	Jun 2003
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Feb 2006
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Apr 2012
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	Apr 1984
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.249-14	Excusable Delays	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

### I.2.1 Acquisition of Commercial Items

The following clauses apply only to Orders for the acquisition of supplies or services that meet the definition of commercial items at FAR 2.101. The OCO will incorporate them in full text into individual Orders as applicable.

Clause	Title
FAR 52.212-4	Contract Terms and Conditions-Commercial Items
FAR 52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.
GSAR 552.212-4	Contract Terms and Conditions-Commercial Items - (FAR DEVIATION)



## I.2.2 General Services Administration Regulations (GSAR), Incorporated By Reference

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/>

Clause	Title	Date
552.203-71	Restriction on Advertising	Sep 1999
552.204-9	Personal Identity Verification Requirements	Oct 2012
552.215-70	Examination of Records by GSA	Jul 2016
552.232-23	Assignment of Claims	Sep 1999
552.229-71	Federal Excise Tax—DC Government	Sep 1999
552.232-78	Commercial Supplier Agreements – Unenforceable Clauses	Feb 2018

## I.3 FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

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

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

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

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

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

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

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

(End of clause)

#### **I.4 FAR 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 in accordance with Section I; Paragraph 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.5 FAR 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 \$3,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$500 million;

(2) Any order for a combination of items in excess of \$500 million; or

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

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

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

(End of clause)

#### **I.6 FAR 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 Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 60 months following the expiration of the master contract ordering period.

(End of clause)

#### **I.7 FAR 52.216-32 Task-Order and Delivery-Order Ombudsman (Sep 2019) - Alternate I (Sep2019)**

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. The GSA Procurement Ombudsman is located at the General Services Administration, Office of Governmentwide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Procurement Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order: [The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.]

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

#### **I.7 FAR 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.

(End of Clause)

#### **I.8 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed an 8.5 year contract ordering period.

(End of Clause)

#### **I.9 FAR 52.219-14 Limitations on Subcontracting (Mar 2020)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to—

- (1) Contracts that have been set aside for small business concerns or 8(a) participants;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants;
- (3) Orders set aside for small business concerns or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and
- (4) Orders issued directly to small business concerns or 8(a) participants under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of the contract in the case of a contract for—

- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
  - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
  - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (d) The Contractor shall comply with the limitations on subcontracting as follows:
- (1) For contracts, in accordance with paragraph (b)(1) and (2) of this clause—  
[Contracting Officer check as appropriate.]  
 By the end of the base term of the contract and then by the end of each subsequent option period; or  
 By the end of the performance period for each order issued under the contract.

(End of Clause)

**I.11 FAR 52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns (Mar 2020)  
(DEVIATION)**

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

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

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

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) The 8(a) STARS III contractor will notify the GSA STARS III Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock.

(End of Clause)

**I.12 GSAR 552.204-70 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)**

(a) *Definitions.* As used in this clause –  
“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

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

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

(c) *Representation.* The Offeror or Contractor represents that it \_\_\_\_\_ will or \_\_\_\_\_ will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer –

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

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

(End of Clause)

#### **I.13 GSAR 552.216-76 Ordering Agency Task-Order and Delivery-Order Ombudsman (Jan 2017)**

(a) Ordering Agency Task-Order and Delivery-Order Ombudsman. The Ordering Agency shall designate a Task-Order and Delivery-Order Ombudsman to review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders placed against GSA Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. The contact information for the Ordering Agency Task-Order and Delivery-Order Ombudsman shall be made available to contractors.

(b) Submission of Complaints. When a contractor submits a complaint to the Ordering Agency's designated Task-Order and Delivery-Order Ombudsman, the contractor shall also send a copy of the complaint to the GSA Procurement Ombudsman, for informational purposes. The GSA Procurement Ombudsman is located at the General Services Administration, Office of Governmentwide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Procurement Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

(End of clause)

#### **I.14 GSAR 552.217-71 Notice Regarding Option(s) (Nov 1992)**

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48CFR517.207.

(End of provision)

**I.15 552.219-74 Section 8(a) Direct Award (SEP 1999)**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a) certifications, 8(a) eligibility determinations, and related issues, and will provide counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: [Complete at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments or novation agreements. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) To the requirements of 52.219-14, Limitations on Subcontracting.

(End of clause)

**I.16 GSAR 552.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (Feb 2018) (FAR Deviation) (FAR 52.232-39)**

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such language, provision, or clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such language, provision, or clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(b) Paragraph (a) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

**I.18 GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION (FAR 52.252-6))**

(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)



**Section J**  
**List of Attachments**

Attachment J-1: Performance Requirements Summary (PRS)  
Attachment J-2: Labor Categories and BLS Standard Occupational Classifications  
Attachment J-3: Locality Definitions and Differentials  
Attachment J-4: Cybersecurity & Supply Chain Risk Management (SCRM) References  
Attachment J-5: Acronym List

The following documents are for use during the solicitation process and will not remain with the contract following award:

Attachment J-6: Offer Information Page  
Attachment J-7: Relevant Experience Project Template  
Attachment J-8: Past Performance Survey  
Attachment J-9: Price Proposal Template  
Attachment J-10: Representations and Certifications to be Submitted with Proposal  
Attachment J-11: Cybersecurity and SCRM Assessment Template

**Section K**  
**Representations, certifications, and other statements of offerors or respondents**

**INSTRUCTIONS:** The provision at 52.204-7, System for Award Management, is included in this solicitation. The offeror must complete the annual representations and certifications electronically via the SAM.gov website accessed through <https://www.SAM.gov> and provide a copy of that document with their proposal. Additionally, the offeror is required to complete the following representations and certifications which are provided as Attachment J-10 and return that document with their offer.

**K.1 FAR 52.204-8 Annual Representations and Certifications (Mar 2020)**

- (a)
- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.
  - (2) The small business size standard is \$30 million.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)
- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
  - (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:  
 (i) Paragraph (d) applies.  
 (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)
- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
    - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
      - (A) The acquisition is to be made under the simplified acquisition procedures in part 13;
      - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
      - (C) The solicitation is for utility services for which rates are set by law or regulation.
    - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
    - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
  - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)
  - (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
  - (xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
    - (A) If the acquisition value is less than \$25,000, the basic provision applies.
    - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
    - (C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.
    - (D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.
  - (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
  - (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
  - (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
  - (xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
- (i) 52.204-17, Ownership or Control of Offeror.
  - (ii) 52.204-20, Predecessor of Offeror.
  - (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
  - (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
  - (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
  - (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
  - (vii) 52.227-6, Royalty Information.
    - (A) Basic.
    - (B) Alternate I.
  - (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this

offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

**K.2 FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Dec 2019)**

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

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

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

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

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

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

(d) *Representation.* The Offeror represents that it  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer—

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

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

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

(End of provision)

### **K.3 FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (Dec 2019)**

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) *Representation.* The Offeror represents that it  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

### **K.4 52.204-70 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)**

(a) *Definitions.* As used in this clause, “Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

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

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

(c) *Representation.* The Offeror or Contractor represents that it \_\_\_\_\_ will or \_\_\_\_\_ will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer –

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

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

(End of provision)

#### **K.5 FAR 52.209-7 Information Regarding Responsibility Matters (Oct 2018)**

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror  has  does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)



**Section L**  
**Instructions, Conditions, and Notices to Offerors or Respondents**

**L.1 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/>

<b>Provision</b>	<b>Title</b>	<b>Date</b>
52.204-7	System for Award Management	Oct 2018
52.204-16	Commercial and Government Entity Code Reporting	Jul 2016
52.214-34	Submission of Offers in the English Language	Apr 1991
52.214-35	Submission of Offers in U.S. Currency	Apr 1991
52.215-1	Instructions to Offerors - Competitive Acquisition	Jan 2017
52.222-24	Preaward On-site Equal Opportunity Compliance Evaluation	Feb 1999
52.222-46	Evaluation of Compensation for Professional Employees	Feb 1993
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	Mar 2015
52.237-10	Identification of Uncompensated Overtime	Mar 2015

(End of Provision)

**L.2 FAR AND GSAR PROVISIONS**

The following FAR and GSAR provisions are applicable to this solicitation and are provided in full text.

**L.2.1 FAR 52.216-1 Type of Contract Award (APR 1984)**

The Government contemplates award of a multiple-award indefinite-delivery, indefinite-quantity contract resulting from this solicitation.

(End of provision)

**L.2.2 FAR 52.216-27 Single or Multiple Awards (Oct 1995)**

The Government may elect to award multiple task order contracts for the same or similar services to two or more sources under this solicitation.

The Government anticipates making multiple awards for the 8(a) STARS III GWAC, to those responsible offerors whose proposal conforms to all of the solicitation requirements, is technically acceptable, and offers fair and reasonable pricing.

(End of provision)

### **L.2.3 FAR 52.233-2 Service of Protest (Sept 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from S3@gsa.gov.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

### **L.2.4 GSAR 552.217-71 Notice Regarding Option(s) (Nov 1992)**

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

(End of provision)

## **L.3 Proposal Submission Instructions**

**L.3.1** The following instructions are for the preparation and submission of proposals. The purpose of this section is to establish requirements for the format and content of proposals so that proposals contain all essential information and can be evaluated equitably.

**L.3.2** The Offeror must follow these proposal instructions. Non-compliance may result in an offer being ineligible for award. All proposal information is subject to verification.

**L.3.3** In order to respond to the STARS III solicitation, offerors must submit a copy of their current Representations and Certifications from SAM.gov as well as Attachment J-10.

**L.3.4** When preparing a proposal, Offerors will assume the Government has no prior knowledge of the offering entity.

**L.3.5** Offerors are instructed to read the entire solicitation document, including all attachments in Section J, prior to submitting questions and/or preparing an offer. Omission of any information from the proposal submission requirements may result in rejection of the offer. Offerors are expected to propose based upon an understanding of the entire solicitation.

**L.3.6.** GSA intends to award Contracts without discussions, but reserves the right to conduct discussions and to permit offerors to revise their proposals if the Contracting Officer deems it is in the Government's interest.

**L.3.7** Only legal entities that are **SBA 8(a) certified small business concerns at the time of initial offer submission that includes pricing** will be considered for award as prime contractors in this competitive process. GSA is not awarding subcontracts or approving subcontractors, and does not have privity of contract with subcontractors. Special instructions for 8(a) joint ventures are discussed at paragraph L.9.

**L.3.8** The primary NAICS code for the Master Contract is designated as 541512 Computer Systems Design Services. This NAICS code will apply for size representation purposes. The current size standard is \$30 million.

**L.3.9.** Offerors may choose to also offer under one or both scope sub-areas. Offerors may not make their award contingent upon their award in one or both sub-areas as that would constitute a material nonconformity and the offer would be summarily rejected. Offerors must propose in each sub-area in which they wish to be considered. In no event will an offeror be considered for a sub-area for which it did not specifically propose.

**L.3.10** Complex or costly presentations are neither required nor desired. The completeness, relevance, clarity and conciseness of the proposal in compliance with the solicitation is important, not the length.

#### **L.4 Failure to Respond In Full**

Failure to submit all items required by the solicitation will result in a material nonconformity and the offer will be summarily rejected.

#### **L.5 Proposal Preparation Costs**

The Government will not reimburse Offerors for any cost incurred for the preparation, amendment, or submission of a proposal in response to this solicitation.

#### **L.6 Proposal Submission**

**L.6.1** Offerors must submit one (1) electronic proposal, according to the specific proposal instructions in this section. All proposals must be submitted via the 8(a) STARS III GWAC Offer Portal within the Telecommunication Services Category Portal at <https://tscportal.fas.gsa.gov/>

**L.6.2** Portal registration must be completed no later than two weeks before the solicitation closing. **Failure to complete portal registration by the required date will absolutely prevent proposal submission.** An Offeror may have more than one registered Portal user, but doing so is discouraged.

**L.6.3** Proposals are due no later than 3 pm, Eastern Daylight Time (EDT) on August 5, 2020.

#### **L.7 Solicitation Questions**

**L.7.1** The STARS III PCO is the sole point of contact for all questions under this solicitation. Submit questions via e-mail to the STARS III PCO at S3@gsa.gov. Include the company name and solicitation number in the subject line of the email. Question(s) should be submitted in the format shown below and offerors are encouraged to use the template provided with the solicitation.

Example question table format:

Section	Paragraph Number	Page Number	Question/Comment/Suggestion
L	L.6.3	54	What is the proposal due date?

**L.7.2** Questions not submitted via email to S3@gsa.gov may not be addressed or answered. Questions can be e-mailed any time after the solicitation is posted at beta.sam.gov; however, all questions must be received via e-mail at S3@gsa.gov no later than July 29, 2020 at 3:00 PM EDT. Questions received after this date will only be answered at the discretion of the STARS III PCO.

**L.7.3** GSA will consider all questions submitted and reserves the right to only respond to those which are frequently asked or for which a response is necessary to support competition. Those questions and responses will be posted with the solicitation notice on beta.sam.gov. Acknowledgement of receipt of questions submitted to S3@gsa.gov will not be made. Please thoroughly review the entire solicitation, including all the attachments in Section J, prior to submitting questions.

## **L.8 Pre-Proposal Conference**

Optional pre-proposal conference(s) may be held via teleconference, webinar, or other virtual means to provide an overview of the STARS III RFP. GSA intends to record and post a pre-proposal webinar on YouTube and a link to that recording will be provided on the beta.SAM.gov solicitation notice.

## **L.9 Special Instructions for 8(a) Joint Ventures**

**L.9.1** 8(a) joint ventures entail special considerations based upon 13 CFR 124.513 and related regulations. Parties interested in forming an 8(a) joint venture in order to submit an offer are responsible for coordinating with their servicing SBA office in order to understand responsibilities and expectations.

**L.9.2** The joint venture agreement satisfying the SBA program requirements must be submitted with the offer. Joint venture offers must be made in the name of the joint venture entity. The joint venture agreement must identify the 8(a) managing venturer, the joint venture members and who will have signature authority on behalf of the joint venture. The party signing the offer for the joint venture should be listed as having such authority.

**L.9.3** Joint venture agreements do not have to be approved at the time of offer submission, but must be approved prior to contract award.

**L.9.4** Except for verification of each joint venture member's size status and representations and certifications, it is the joint venture as a whole, and not the individual members, that submits the information required of offerors. Said another way, a joint venture needs to provide the proposal information as a combined business entity, not individually. The experience and past performance of qualifying joint venture members automatically inheres to the combined joint venture business entity.

**L.9.5** The managing venturer and each joint venture member must submit separate representations and certifications.

## **L.9.6 Additional Joint-venture Instructions for SBA 8(a) Mentor-Protégé Arrangements**

**L.9.6.1** Only SBA approved 8(a) Mentor-Protégé arrangements will be considered for award. Each Offeror relying upon its status in an SBA approved mentor-protégé relationship, must submit clear and convincing evidence of the SBA approved relationship with its Offer.

**L.9.6.2** Failure to submit a copy of the approved Mentor- Protégé Agreement with the offer will result in the offer being summarily rejected. GSA is not obligated to acquire this information for an offeror.

## **L.10 Special Instructions for Proposed Subcontractors**

**L.10.1** An offeror may agree with one or more other 8(a) small businesses to have them act as its subcontractors under a potential 8(a) STARS III award.

**L.10.2** Offerors submitting a proposal which includes proposed subcontractors are subject to the following conditions:

- (1) The offeror and all proposed subcontractors must be registered in SAM.GOV and have a corresponding DUNS/UEI Number.
- (2) The offeror and all proposed subcontractors must represent as small businesses within SAM.gov for NAICS 541512.
- (3) The offeror and all proposed subcontractors must be current participants in the 8(a) Business Development program at the time of this Solicitation's closing date.
- (4) Relevant Experience Projects (REPs) may be based on work performed by the offeror or any proposed subcontractor covered by a Letter of Commitment (see L.10.3).
- (5) Past performance examples may be based on work performed by the offeror or any proposed subcontractor covered by a Letter of Commitment.
- (6) The price proposal will be for the offeror. Specific subcontractors and/or separate subcontractor pricing will not be included in the price proposal.

**L.10.3** The offeror must submit a Subcontractor Letter of Commitment for each proposed subcontractor. The Government has the right to accept those letters of commitment at face value. The intended use of such letters is to support Government validation of any subcontractor experience or past performance an offering prime identifies in response to this solicitation. The Government will not consider experience or past performance from subcontractors identified by offerors for which there is not a conforming Subcontractor Letter of Commitment. The information identified below is required for any Subcontractor Letter of Commitment to be deemed conforming, and no other information contained therein will be considered:

- (1) A statement of commitment by the proposed subcontractor to support the offeror in performance of 8(a) STARS III task orders.
- (2) A statement by the proposed subcontractor authorizing use of their relevant experience and past performance in support of the offering prime contractor's 8(a) STARS III proposal.
- (3) A statement of understanding that FAR 52.219-14, Limitations on Subcontracting, will apply to contract performance.
- (4) Offering prime contractor's legal name and DUNS/UEI number
- (5) Proposed subcontractor's legal name and DUNS/UEI number
- (6) Name, phone number, and email address of the subcontractor's representative able to validate the letter's content
- (7) Signature of a representative with the authority to bind the proposed subcontractor.

**L.10.4** Identification of proposed subcontractors does not result in consent for any particular Order; rather it addresses this evaluation factor. Consenting to specific subcontractors will still be needed on individual Orders when required by the Ordering Contracting Officer consistent with FAR subpart 44.2.

## **L.11 Proprietary Data**

**L.11.1** Offers may include a one page cover page. Any proprietary data markings on the cover page will apply to data entered on all GSA provided templates returned as part of the offer. See L.11.2 for marking documents other than GSA provided templates.

**L.11.2** Offerors submitting proprietary data will mark their offer in accordance with the requirements of FAR 52.215-1(e) (JAN 2017) which states:

Restriction on disclosure and use of data: Offerors that include in their proposals data which they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

- (1) Mark the cover page with the following legend: *This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this*

*offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and*

(2) Mark each sheet of data it wishes to restrict with the following legend: *Use or disclosure of data contained on this sheet is subject to the restriction on the cover page of this proposal.*

**L.12 Proposal Format and Limitations**

**L.12.1** While proposals will be electronic, offerors will use the following document format:

- (1) Page size will be 8.5 x 11 inches;
- (2) Pages will be single-spaced;
- (3) The font will be arial, no smaller than ten (10) point except for tables, charts, graphs and figures, which will be no smaller than eight (8) point; text in "screen shots", intended for representation of the actual item, are exempt from font size requirements when there is accompanying text explaining them;
- (4) Top and bottom margins will be at least one-inch. Margins may contain a disclaimer regarding proprietary information in the footer and provide corporate logos in the header within the one-inch top and bottom margins. Side margins will be at least 3/4-inch;
- (5) Tables, charts, graphs and figures may be used wherever practical to depict systems and layout, implementation schedules and plans; and
- (6) Pages should be numbered to support review.
- (7) Other than pricing, proposal documents/file formats will be .pdf, .doc or .docx. Documents/files in any other formats will not be evaluated - GSA will not attempt to open or convert other formats to the preceding formats.

**L.12.2** The following Proposal Format Table is to assist Offerors in organizing their proposal submission documents to ensure the government can easily identify which documents apply to which criteria for evaluation purposes. Offerors must adhere to the format and/or templates, and page limitations (if any) provided in the Proposal Format Table below. Offerors must include their company name or company name abbreviation in the file name. For example, ABC Incorporated file name for SF33 is ABC\_SF33.pdf. Offerors may make minor adjustments to the file naming methodology so long as the resulting file names and organization are clearly understood.

Para #	Title	Format or Template	Page Limit	Example File Name
L.11	Cover Page	Free Format	One page	ABC_CoverPage.pdf
L.14	Standard Form 33	Standard Form 33	Limited to the SF33	ABC_SF33.pdf
L.15	Offeror's Information Page	Attachment J-6	Limited to the Attachment	ABC_OIP.pdf
L.10	Subcontractor Letter(s) of Commitment (if applicable)	As described in paragraph L.10	No page limitations	ABC_SubLOC.pdf
L.9	Joint Venture Agreement (if applicable)	As described in paragraph L.9	No page limitations	ABC_JV.pdf
L.16	Cybersecurity and SCRM Assessment	Attachment J-11 or Free Format	7 pages	ABC_C-SCRM.pdf

L.17	Relevant Experience Projects (REP)	For each REP, Attachment J-7 with all supporting documents should be submitted in a single .pdf in the following order: 1. Attachment J-7 2. FPDS, if applicable 3. Award Form, if applicable 4. Contract Statement of Work, if applicable	Attachment Template limited to two pages for each REP. No page limitations for supporting documents.	ABC_REP1.pdf ABC_REP2.pdf
L.18	Past Performance Assessments	CPARS past performance report, or Attachment J-8	No Page Limitations	ABC_PP_REP1.pdf ABC_PP_REP2.pdf
L.18.5	Adverse Past Performance Narrative (if applicable)	One page narrative to provide information on problems encountered and the offeror's corrective actions. This document is not required, and is only necessary if the offeror wishes to explain any negative past performance.	One page	ABC_PP_Adverse.pdf
L.19	Price Proposal	Attachment J-9	Limited to the template	ABC_Price.xls
L.20	Solicitation Representations and Certifications	Attachment J-10	Limited to the Attachment	ABC_Att_10.pdf
L.21	SAM.gov Representations and Certifications	Report from SAM.gov	No page limitations	ABC_SAMRC.pdf
L.22	Professional Employee Compensation Plan	Free Format	No page limitations	ABC_PECF.pdf
L.23	Uncompensated Overtime Policy	Free Format	5 pages	ABC_UOP.pdf

### L.13 Organizing the Offer

An offer must include the following:

- (1) A completed, signed and dated SF 33
- (2) Offeror's Information Page (Attachment J-6)
- (3) Joint Venture Agreement and/or Subcontractor Letter(s) of Commitment (if applicable)
- (4) Cybersecurity and SCRM Assessment (Attachment J-11 or free form)
- (5) Relevant Experience Project Templates (Attachment J-7)) with supporting documentation
- (6) Past Performance Assessments (CPARS past performance record or Attachment J-8) for each Relevant Experience Project
- (7) Adverse Past Performance Narrative (if applicable)
- (8) Price Proposal (Attachment J-9)
- (9) Responsibility documentation
  - a. Current Representations and Certifications from SAM.gov
  - b. Representations and Certifications from Section K (Attachment J-10)
  - c. Professional Employee Compensation Plan
  - d. Uncompensated Overtime Policy

#### **L.14 Standard Form 33 (SF33)**

**L.14.1** The Offeror must complete blocks 13 through 18 of the SF33, Solicitation, Offer and Award, posted with the solicitation in beta.SAM.gov (<https://beta.sam.gov>).

**L.14.2** The Offeror's Legal Name and Address in Block 15A on the SF33 must match the information for the Offeror's record in SAM.gov (<http://www.sam.gov>), including the corresponding Commercial and Government Entity (CAGE) Code Number as well as the Data Universal Numbering System (DUNS) Number/Unique Entity Identifier (UEI).

**L.14.3** The Name, Title, Signature and Date identified in Blocks 16, 17 and 18 must be an authorized representative with authority to commit the Offeror to contractual obligations.

#### **L.15 Offer Information Page**

The offeror must complete Attachment J-6 - Offer Information Page and provide the requested Offeror information, including the point of contact for any questions regarding the proposal. The Offeror must identify if either of the scope sub-areas are being proposed within the offer. The Offeror must provide the file name for each document included within the proposal.

#### **L.16 Cybersecurity and SCRM Assessment (Attachment J-11)**

Offerors must submit a brief (7 pages or less) written cybersecurity and SCRM assessment which addresses actions taken to identify, manage and mitigate supply chain and cybersecurity risk. The assessment must address the offeror's intention in regards to obtaining CMMC, the target certification level, and a tentative timetable for attaining it. The assessment must identify any cybersecurity or SCRM-related industry certifications currently held by the offeror, to include ISO certifications (e.g. ISO/IEC 27001:2013, ISO 28000:2007 and ISO 9001:2015). The assessment must also provide a narrative of how hardware, software, firmware/embedded components and information systems are protected from component substitution, functionality alteration, and malware insertion while in the supply chain; and explain how the offeror will maintain a high level of cybersecurity and SCRM readiness for performance of IT services to federal customers.

#### **L.17 Relevant Experience Project Template(s) (Attachment J-7) with supporting documentation**

**L.17.1** The offeror must demonstrate relevant experience by submitting two (2) Relevant Experience Projects (REPs). Use the REP Template in accordance with the instructions herein and at Attachment J-7. A REP may consist of a contract or task order issued against an IDIQ or BPA; but simply holding an IDIQ contract or BPA is not sufficient. The offeror must have performed work on a task order issued against the contract or BPA.

**L.17.2** Any combination of U.S. Federal Government, State Government and Non-Government projects awarded from the private sector can be submitted. Performance can be as either the prime awardee or as a subcontractor.



**L.17.3** The submitted REPs must meet the following minimum conditions:

- (1) Each REP must include performance of information technology services, as defined within Section C of the solicitation.
- (2) Each REP must be ongoing or have been completed no more than five years prior to the date proposals are due. If the project is ongoing, at least one year of performance must be complete prior to the date proposals are due.
- (3) No individual REP value will be less than \$100,000. The REP value for completed projects is determined by the total obligated dollars; while the REP value for ongoing projects is determined based on the total estimated value (inclusive of all option periods).

**L.17.4** In addition to submitting Attachment J-7, REP Template, offerors must also provide verification of each claimed REP through one or both of the following methods.

**L.17.4.1** Submit a Federal Procurement Data System - Next Generation (FPDS-NG) report which provides verification of the project demonstrating relevant experience. Verification of a REP is accomplished if the FPDS-NG record reflects any of the following NAICS.

- (1) 518210: Data Processing, Hosting, and Related Services
- (2) 541511: Custom Computer Programming Services
- (3) 541512: Computer Systems Design Services
- (4) 541513: Computer Facilities Management Services
- (5) 541519: Other Computer Related Services

The FPDS record must also provide verification of the claimed performance period and project value.

**L.17.4.2** Submit a copy of the contract award form (e.g. SF1449, SF33, GSA Form 300, OF 347, DD 1155, or a commercial contract award form, etc.) and the Statement of Work from the contract that describes the general scope, nature, complexity, and purpose of the supplies or services the customer acquired under the contract. Only the award form and work scope need to be provided, not the entire contract.

**L.17.5** For each REP, Attachment J-7 and the verifying record (FPDS-NG and/or award document and Statement of Work) will be combined as a single document/file and submitted in the portal.

**L.17.6** The Government reserves the right to limit its review of REP submission data to only the information needed to make a determination in regards to the offeror's relevant experience.

**L.17.7** To receive an award in the emerging technology (ET) scope sub-area, the offeror must also demonstrate relevant experience providing evolving, state-of-the-art information technologies that are not yet mature in the marketplace and have the potential for wide-spread adoption as outlined in Section C.

**L.17.7.1** If at least one REP submitted reflects performance of any of the following Emerging Technologies, the offeror will also be considered for an award in Scope sub-area 1.

- (1) Artificial Intelligence (including Machine Learning, Deep Learning/Neural Networks, Natural Language Generation) - Artificial intelligence (AI) is the intelligence exhibited by machines or the creation of computers and computer software that are capable of intelligent behavior.
- (2) Autonomic Computing - Autonomic Computing is the ability of a computing system to self manage and adapt to necessary changes, requiring less involvement by human computer professionals.
- (3) Blockchain / Distributed Ledger - Blockchain/Distributed Ledger is the use of encryption and coding to improve transparency, efficiency and trust in information sharing.
- (4) Quantum Computing - Quantum Computing is the use of quantum mechanics to speed up the processing of information.

- (5) Robotic Process Automation - Robotic Process Automation is the use of process automation by systems/technology to perform repetitive or manual tasks often performed by humans.
- (6) Technological Convergence - Technological Convergence is the combining of different independent existing technologies to create an enhanced solution or application.
- (7) Virtual Reality (to include: Augmented Reality, Extended Reality, Mixed Reality) - Virtual Reality involves an artificial environment with enhanced audio and visual experiences provided through technology, wherein the user has some involvement in outcomes.

**L.17.7.2** Qualification for this sub-area must be indicated by checking the appropriate box on Attachment J-7, REP Template, and by identifying the claimed emerging technology(ies). Verification must also be provided by attaching the Contract Award Form and Statement of Work that specifically identifies the claimed emerging technology(ies). The Government reserves the right to validate REP submission data needed to make a determination in regards to the offeror's relevant experience

**L.17.8** To receive an award in the OCONUS scope sub-area, the offeror must demonstrate relevant experience providing information technology services in an OCONUS location as defined in Section C. Additionally, qualification for this scope sub-Area must be indicated by checking the appropriate box on Attachment J-7, REP Template, and by identifying the OCONUS location(s) where work was performed. Verification must also be provided by either attaching the FPDS Report that indicates an OCONUS location as the Place of Performance or by providing the Contract Award Form and Statement of Work that specifically identifies the claimed OCONUS location.

**L.18 Past Performance Assessment (CPARS past performance record or Attachment J-8) for each Relevant Experience Project**

**L.18.1** The offeror must demonstrate favorable past performance for each REP. The burden of providing thorough, organized and complete past performance information rests with the offeror. Failure to submit qualifying past contractual performance information when it exists will be deemed a material nonconformity and result in the offer being summarily rejected.

**L.18.2** Favorable past performance is defined as: each past performance assessment receiving a satisfactory or better rating for the majority of rated elements. The offeror will not be evaluated favorably or unfavorably on past performance in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available. Offerors will assume GSA has no past performance records at hand and that no member of GSA has personal knowledge of the offeror's past performance.

**L.18.3** GSA will consider commercial and federal past performance equally. GSA reserves the right to verify past performance information and may use broad discretion in considering additional past performance sources. GSA retains the right to validate the sources and content of past performance information.

**L.18.4** For each REP submitted under L.17, the Offeror must submit the associated past performance assessment. Acceptable forms of past performance assessments are data contained in Contractor Performance Assessment Reporting System (CPARS) or a Past Performance Survey (Attachment J-8).

**L.18.4.1** Past Performance (when CPARS information exists): If interim or final ratings exist in CPARS for the submitted project, the Offeror must provide a copy of this rating with their proposal. If a final rating is not available, the most current past performance information will be used. Offerors are responsible for

verifying whether past performance ratings exist in the CPARS database prior to using a Past Performance Survey.

**L.18.4.2** Past Performance (when CPARS information does not exist): The Offeror may ONLY submit Attachment J-8, Past Performance Survey in the event CPARS information is not available. If CPARS information is available for any submitted REP it must be used for the Past Performance evaluation.

**L.18.4.2.1** If the project(s) are considered Non-U.S. Federal projects; the Offeror must submit a Past Performance Survey using the template in Attachment J-8, "Past Performance Survey". No other format or additional proposal documentation will be considered.

**L.18.4.2.2** Using the Past Performance Survey in Attachment J-8, the Offeror will provide the survey directly to each of the references. The Past Performance Survey must be completed and signed by a Contracting Officer, or Contracting Officer's Representative, or Contracting Officer's Technical Representative with cognizance over the submitted project. For a commercial project, the Past Performance Rating Form must be completed and signed by a Corporate Officer/Official of the customer with cognizance over the submitted project.

**L.18.4.2.3** The Offeror will instruct each rater to send a completed form directly back to the Offeror. The Offeror must submit all Past Performance Rating Forms, as applicable, with their proposal submission.

**L.18.4.2.4** In the event the evaluation team discovers misleading, falsified, and/or fraudulent past performance ratings, the Offeror will be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

**L.18.5** Adverse Past Performance Narrative (Optional): An offeror may submit a one-page narrative for each project being used for past performance to provide information on problems encountered on the submitted projects and the offeror's corrective actions. This submission is not required but may be included to address past performance assessments where the majority of rating elements are below satisfactory. The Government will consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance.

## **L.19 Price Proposal (Attachment J-9)**

**L.19.1** Offerors will use the Microsoft Excel Spreadsheet in Attachment J-9, entitled, "Price Proposal Template", which consists of 13.5 years of Government-Site (Tab 1) and 13.5 years of Contractor-Site pricing (Tab 2). These 13.5 years consist of the 5 year base and 3 year option period of the STARS III GWAC, plus an additional 5 years to cover any task order period of performance beyond the Master Contract Ordering Period as well as up to 6 months based on an extension under FAR 52.217-8.

**L.19.2** The Offeror will propose maximum labor rates for T&M/L-H task orders by completing Attachment J-9, Price Proposal Template. These maximum labor rates must be inclusive of all direct and indirect costs (e.g., profit, fringe benefits, salary, indirect rates), personnel and/or facility security clearance up to the Secret level for performance within the Contiguous United States (CONUS) and non-foreign work areas. These labor rates are to be based upon the highest qualified employee within a given labor category, working within the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA locality area, as defined

by OPM. **Do not include CAF within the offered pricing as it will be added as a separate CLIN on all Orders.**

**L.19.3** Offerors will only provide the maximum rates for Year 1 of the contract. Maximum labor rates for Years 2 through 13.5 will automatically be calculated for each labor category by an escalation factor embedded in the spreadsheet. **Offerors must not change the escalation factor in the spreadsheet.** This escalation factor is determined by the Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) and is based on the average annual BLS ECI for the previous five years from the date the STARS III solicitation is issued. The current BLS ECI 5 year average is 2.06%. As indicated in paragraph B.13, an economic price adjustment will be made for the pricing beyond the base ordering period utilizing the average annual BLS ECI for the previous five years prior to making option awards.

**L.19.4** In accordance with paragraph B.8.3, STARS III will only establish maximum labor rates for T&M/LH Orders/CLINs, therefore, the proposed maximum labor rates do not apply to fixed-price Orders.

**L.19.5** Failure to offer maximum rates for all labor categories at both government site and contractor site may result in offer ineligibility. This means that the omission of a rate for just a single labor category may result in a material non-conformity.

#### **L.20 Representations and Certifications from Section K (Attachment J-10)**

The offeror must complete and return the representations and certifications in Attachment J-10 in addition to providing a copy of the annual representations and certifications completed electronically via the SAM.gov website.

#### **L.21 Current Representations and Certifications from SAM.gov**

The offeror must complete their annual representations and certifications electronically via the SAM website accessed through <https://www.SAM.gov>. A copy of those representations and certifications as well as those required in Attachment J-10 must be included within this proposal.

#### **L.22 Professional Employee Compensation Plan**

Offerors will submit a total compensation plan which complies with FAR 52.222-46 and sets forth their salary ranges and fringe benefits proposed. Offerors will not identify specific subcontractors in this information. If the Offeror does not currently have employees to correlate a specific labor category or labor categories, the Offeror must explain its methodology for establishing labor rates for such labor categories. Supporting information should include data such as recognized national and regional compensation surveys and/or studies of professional, public and private organizations, used in establishing the total compensation structure.

#### **L.23 Uncompensated Overtime Policy**

Task orders may be subject to FAR 52.237-10, Identification of Uncompensated Overtime, when services to be required are on the basis of the number of hours to be provided. The Offeror will submit their policy for addressing uncompensated overtime consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours in preparation of future task order requirements under this contract. The uncompensated overtime policy will be incorporated by reference into the Master Contract.

#### **L.24 Financial Responsibility**

Apparently successful Offerors may be asked to supply a completed GSA Form 527, Contractor Qualification and Financial Information, as part of the Government's responsibility determination. This is not required as part of the proposal package subject to the response deadline; however, Offerors must be prepared to respond to subsequent requests for information within three (3) calendar days of the Government's request.

#### **L.25 GSA Point of Contact for STARS III Solicitation**

The STARS III Contracting Officer is the sole point of contact for this acquisition who can best be reached at [s3@gsa.gov](mailto:s3@gsa.gov). Official RFP documentation, including amendments, and other related information are only available in connection with solicitation 47QTCB20R0005 at [beta.SAM.gov](https://beta.sam.gov) (<https://beta.sam.gov>).

#### **L.26 Conflicts of Interest**

The Government may use the services of contractors, including but not limited to Tukup Technologies, LLC and/or Hanks, Hanks and Associates, in administrative support of the Contracting Officer.

## Section M Evaluation Factors for Award

### M.1 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: [www.acquisition.gov/FAR](http://www.acquisition.gov/FAR)

FAR Clause	Title	Date
52.217-5	Evaluation of Options	Jul 1990

(End of Provision)

### M.2 Method of Contract Award

**M.2.1** The Government intends to make multiple awards for the 8(a) STARS III GWAC, to those responsible offerors whose proposal conforms with all of the solicitation requirements, is technically acceptable, and offers fair and reasonable pricing.

**M.2.1.1** Offerors receiving an 8(a) STARS III GWAC award may also be eligible for Scope sub-areas as described in Section C, paragraph C.2 based on experience providing emerging technology and/or performance in an OCONUS location.

**M.2.2** The Government reserves the right to proceed with awards and performance in phases, to different offeror cohorts based upon evaluated results. This includes, but is not limited to, initially making awards and providing a notice to proceed to offerors whose offer does not require discussions, clarifications, or certificates of competency; and then providing *an opportunity* for those offerors whose offer on hand requires discussions, clarifications or certificates of competency to work through those activities and resolve any issues. Should awards be made in this manner, regardless of when awards are made, all contract awards will have the same contract ordering period end date.

**M.2.2.1** The phasing objective is to provide the opportunity to begin performance to those offerors whose proposals are ready for award, while providing a supportive opportunity for discussions, clarifications and certificates of competency for those that will benefit from it. It is hoped the extensive use of templates and the easy-to-use pricing spreadsheet streamlines this experience for the 8(a) community.

### M.3 Evaluation Criteria and Process

In order to be eligible for award, an offer must conform to the RFP requirements, be technically acceptable, and provide fair and reasonable pricing. An offer that is deemed unacceptable by the Government on any (even a single) evaluation criterion may be ineligible for award.

The Government will make awards resulting from this solicitation to responsible offerors based on an evaluation of the following equally important evaluation criteria. 1) Technical, 2) Past Performance, 3) Price, and 4) Responsibility.

In the event the GSA discovers misleading, falsified, and/or fraudulent proposal information and/or supporting documentation, the Offeror will be eliminated from further consideration for award and be notified, in writing, as soon as practicable.

### **M.3.1 Compliance with the RFP Requirements**

**M.3.1.1** An offer will be deemed **compliant** when it is obvious to the Government that the offer, without exception or imposition of condition, unconditionally agrees to the terms and conditions of the RFP.

**M.3.1.2** An offer will be deemed **noncompliant** and will be ineligible for Contract award if it: (a) takes exception to any of the terms and conditions of the RFP, or (b) imposes additional conditions, or (c) omits material information required by the RFP.

### **M.3.2 Acceptability Review**

Offers will initially undergo an evaluation of their overall acceptability. This will include validation of the following items on a pass/fail basis.

- (1) Is the proposal complete as outlined in Section L of the RFP.
- (2) Is the Offeror debarred, suspended, or proposed for debarment under the exclusions section of the System for Award Management (SAM) system at [www.sam.gov](http://www.sam.gov).

Offers which pass all the criteria in the Acceptability Review will be evaluated further in accordance with Section M.4 through M.8, including the evaluation for fair and reasonable pricing in accordance with Section M.7. Offerors who fail any of the criteria listed in the Acceptability Review may be removed from consideration for award and notified, in writing, as soon as practicable.

## **M.4 Technical Evaluation**

Offerors must ensure all requested proposal submission information is current, accurate, and complete in accordance with Section L. Offerors who pass the Acceptability Review will be evaluated for technical acceptability on a pass/fail basis as follows.

### **M.4.1 Relevant Experience**

Each Relevant Experience Project (REP) will be evaluated on a pass/fail basis to determine if it meets the scope and performance requirements at Section L, paragraph L.17. In the event a REP is not adequately substantiated in accordance with Section L, the Offeror may be removed from consideration for award and notified, in writing, as soon as practicable.

### **M.4.2 Scope Sub-Area 1: Emerging Technology-Focused IT Services**

To receive an award in scope sub-area 1, the claimed relevant experience providing an emerging technology as described in Section C must be validated / verified as including one or more of the following technologies. (Refer to L.17.7)

- (1) Artificial Intelligence (including Machine Learning, Deep Learning/Neural Networks, Natural Language Generation) - Artificial intelligence (AI) is the intelligence exhibited by machines or the creation of computers and computer software that are capable of intelligent behavior.
- (2) Autonomic Computing - Autonomic Computing is the ability of a computing system to self-manage and adapt to necessary changes, requiring less involvement by human computer professionals.
- (3) Blockchain / Distributed Ledger - Blockchain/Distributed Ledger is the use of encryption and coding to improve transparency, efficiency and trust in information sharing.
- (4) Quantum Computing - Quantum Computing is the use of quantum mechanics to speed up the processing of information.
- (5) Robotic Process Automation - Robotic Process Automation is the use of process automation by systems/technology to perform repetitive or manual tasks often performed by humans.
- (6) Technological Convergence - Technological Convergence is the combining of different independent existing technologies to create an enhanced solution or application.

- (7) Virtual Reality (to include: Augmented Reality, Extended Reality, Mixed Reality) - Virtual Reality involves an artificial environment with enhanced audio and visual experiences provided through technology, wherein the user has some involvement in outcomes.

#### **M.4.3 Scope Sub-Area 2: IT Services performed outside of CONUS**

To receive an award in scope sub-area 2, the claimed relevant experience providing information technology services as described in Section C must be validated/verified as having been performed in an OCONUS location as defined in Section C. (Refer to L.17.8)

#### **M.5 Past Performance on Relevant Experience Projects**

**M.5.1** The Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L.18. The offer will be evaluated on a basis of demonstrating a positive record of past performance. Past performance will be considered from the two REPs submitted. The Government reserves the right to contact references for any submitted past performance example. Additional references may also be contacted.

**M.5.2** For each relevant experience project where past performance assessments are considered, the Government will not assign a point value to an adjectival rating. Rather, past performance will be rated as favorable if the majority of rating elements are rated as satisfactory or greater.

**M.5.3** The offeror will not be evaluated favorably or unfavorably on past performance in the case of a REP without a record of relevant past performance or for which information on past performance is not available.

#### **M.6 Cybersecurity and Supply Chain Risk Management (SCRM) Assessment**

The Cybersecurity and SCRM Assessment will be evaluated on a pass/fail basis. In order to attain a passing score, the assessment must address the following elements:

- (1) How the Offeror will identify, manage and mitigate supply chain and cybersecurity risk.
- (2) The offeror's intention in regards to obtaining a Cyber Maturity Model Certification (CMMC), the target certification level, and a tentative timetable for attaining it.
- (3) The identification of any cybersecurity and SCRM-related industry certifications currently held by the offeror, to include ISO certifications (e.g. ISO/IEC 27001:2013, ISO 28000:2007 and ISO 9001:2015).
- (4) How hardware, software, firmware/embedded components and information systems are protected from component substitution, functionality alteration, and malware insertion while in the supply chain; and explain how the offeror will maintain a high level of cybersecurity and SCRM readiness for performance of IT services to federal customers.

#### **M.7 Price Evaluations**

**M.7.1** The offeror's proposed maximum labor rates will be evaluated consistent with FAR subpart 15.4. . In no event will the Government agree to an individual labor rate that is unreasonable. A single unreasonably high maximum labor rate is sufficient to remove the offer from further consideration.

**M.7.2** All line items must stand alone and not be dependent upon the ordering of any other line item(s). Making maximum labor rates dependent upon additional conditions not contemplated in the solicitation will amount to a material nonconformity and will result in offer rejection.



## **M.8 Responsibility**

**M.8.1** The overall responsibility determination will be made on a pass/fail basis. Offerors deemed not responsible in accordance with FAR part 9, but apparently eligible for award otherwise, will be referred to the SBA for a Certificate of Competency in accordance with FAR subpart 19.6.

**M.8.2** Apparently successful Offerors may be asked to supply a completed GSA Form 527, Contractor Qualification and Financial Information, as part of the Government's responsibility determination. This is not required as part of the proposal package subject to the response deadline; however, Offerors must be prepared to respond to subsequent requests for information within three (3) calendar days of the Government's request.