

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.1 PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL

Orders may incorporate 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 provision may be accessed electronically at this address: <http://acqnet.gov/far/index.html>.

The following clauses apply at the Order level, as applicable, depending upon the contract type of the Order, or as specifically referenced in the applicable Order:

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.211-6	BRAND NAME OR EQUAL	AUG 1999	x	x	x
52.211-14*	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP 1990	x	x	x
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT 1997	x	x	x
52.215-20*	ALTERNATE I	OCT 1997	x	x	x
52.215-20	ALTERNATE II	OCT 1997	x	x	x
52.215-20*	ALTERNATE III	OCT 1997	x	x	x
52.215-20*	ALTERNATE IV	OCT 1997	x	x	x
52.217-5	EVALUATION OF OPTIONS	JUL 1990	x	x	x
52.225-2*	BUY AMERICAN ACT CERTIFICATE	JUN 2003	x	x	x
52.225-4*	BUY AMERICAN ACT – FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE	JAN 2005	x	x	x
52.225-6*	TRADE AGREEMENTS CERTIFICATE	JAN 2005	x	x	
52.227-15*	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	MAY 1999	x	x	x
52.234-2	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – PRE-AWARD IBR	JUL 2006	x	x	x
52.234-3	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – POST-AWARD IBR	JUL 2006	x	x	x
52.234-4*	EARNED VALUE MANAGEMENT SYSTEM	JUL 2006	x	x	x

(Note: Clause numbers followed by an asterisk () require fill-ins by the OCO if determined applicable and incorporated into the Order.)*

H.2 KEY PERSONNEL

The Contractor shall identify the person selected to fill the role of the Contractor's Program Manager for the Basic Contract. This individual shall represent the Contractor as a point-of-contact for the ACO to help resolve issues and perform other functions that may arise relating to the Basic Contract and Orders under the Basic Contract.

The Contractor shall ensure that the ACO has current point-of-contact information for the Program Manager.

All costs associated with the Contractor's Program Manager shall be at no direct cost to the Government.

H.2.1 Contractor Program Manager

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

- (a) Advising and assisting Alliant customers regarding the technical scope of the Basic Contract and the overall attributes of the Alliant GWAC Program;
- (b) Providing all reporting information required under the Basic Contract accurately, thoroughly and timely;
- (c) Resolving issues related to Order performance under the Basic Contract; and
- (d) Attending meetings and conferences as necessary.

H.2.2 Reserved

H.3 (INSERT) UNIQUE PROFESSIONAL SKILLS

Unique professional skills are defined as those bona fide executive, administrative, or professional skills for which the expertise required or duties performed are within the Basic Contract's scope, but are so specialized or rare that they are not explicitly defined in any labor category description in Section J, Attachment 3. The OCO will determine whether circumstances warrant use of unique professional skills. Based on price or cost analysis, the OCO will negotiate a fair and reasonable labor rate with the Contractor at the Order level.

A Contractor may propose a new or different skill level category when proposing Ancillary Support consistent with this Section, provided that the Contractor complies with all applicable contract clauses and labor laws, including the Service Contract Act or the Davis Bacon Act, as applicable.

H.4 H.3 CONTRACTOR TRAINING

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

H.5 H.4 GOVERNMENT PROPERTY

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

H.5.1 H.4.1 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 under this Basic Contract shall:

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

H.6 H.5 PERMITS

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

H.7 H.6 SECURITY CONSIDERATIONS

Security requirements will be dictated by agency specific requirements, specified on individual Orders. Examples of such requirements are The Office of Management and Budget (OMB) Circular A-130, The Federal Information Security Management Act (FISMA), NIST FIPS PUB 140-2 Security Requirements for Cryptographic Modules, the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP), and the National Information Assurance Certification and Accreditation Process (NIACAP) NSTISSI-1000.

H.7.1 ~~H.6.1~~ Homeland Security Presidential Directives-12 (HSPD-12)

The Contractor shall comply with agency personal identity verification procedures identified in individual Orders that implement Homeland Security Presidential Directives-12 (HSPD-12); OMB guidance M-05-24; Federal Information Processing Standards Publication (FIPS PUB) number 201; and GSA HSPD-12, Personal Identity Verification- I, Standard Operating Procedure (SOP).

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

H.7.2 ~~H.6.2~~ Information Assurance (IA)

Information Assurance (IA) capabilities and actions protect and defend network availability, protect data integrity and provide the ability to implement effective computer network defense.

As stipulated in individual Orders, the Contractor shall provide cost effective, timely and proactive IA measures and controls including any required documentation. Corrective actions shall be established and implemented to mitigate risks before exploitation and to protect against vulnerabilities and threats once they have been identified. Innovative approaches and best business practices are to be established and utilized for information system security.

In addition to HSPD-12, the Contractor shall comply with agency specific information assurance requirements. These requirements may include, but are not limited to: personnel security clearances/background checks; operations--security risk assessments, vulnerability of management processes and plans, installation/configuration of IA compliance documentation; and defense of the environment-- including hardware & software, the networks, and supporting infrastructure, as dictated by the nature of the information (classified/unclassified) and associated risk.

The Contractor shall report Foreign Interests at the prime and subcontract levels as required by the individual Order. The contractor shall provide access to the Contractor's facilities, personnel and documents for the purposes of audit or inspection by an authorized Inspector General (IG) or designated security certification activity to ensure appropriate IA practices are in place.

Additional IA information is available at <http://www.dss.mil/infoas/>.

H.7.3 ~~H.6.3~~ Personnel Security Considerations Security Clearances

The minimum level of security clearance under the Basic Contract is a Secret Facility Clearance with no security clearance requirement for Safeguarding; however, individual Orders may require security clearances that exceed the minimum clearance levels under the Basic Contract. Only those Offerors that meet the required security clearance levels on individual Orders shall be able to compete under Fair Opportunity. When classified work is required on an individual Order, the Contract Security Classification Specification, (DD Form 254 or agency equivalent) will be issued to the Contractor by requiring agency. The DD Form 254 is available at the following site:

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

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

~~H.6.4 Facility Security Considerations~~

~~The Contractor facility that performs secured requirements must possess the appropriate facility clearance.~~

~~When classified work is required on an individual Order, the Contract Security Classification Specification, (DD Form 254 or agency equivalent) will be issued to the Contractor by requiring agency. The DD Form 254 is available at the following site:~~

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

~~Contractors are expected to comply with all conditions of performance including, but not limited to: the means of premises ingress/egress, security requirements, delivery/demurrage, storage, use of approaches, use of corridors, use of stairways, use of elevators, Government furnished space/property/equipment, availability of/access to Government facilities on federal holidays, and similar matters prior to submission of a quotation or request for proposal for task order opportunities. Contractors uncertain of conditions of performance should confirm with OCO.~~

~~During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility.~~

H.8 ~~H.7~~ LOGISTICAL SUPPORT PRIVILEGES

As specified on individual Orders, Contractors may be required to provide logistical support in OCONUS areas. Individual Orders will specify whether Status of Forces Agreements (SOFAs)

for foreign jurisdictions will apply and will be processed for foreign tax exemption purposes. At the discretion of the Military Theatre Commander, the Government may provide, but is not limited to, use of the following:

- (a) Military or other U.S. Government Clubs, exchanges, or other non-appropriated fund organizations;
- (b) Military or other U.S. Government commissary stores;
- (c) Military or other U.S. Government postal facilities;
- (d) Utilities and services in accordance with priorities, rates or tariffs established by military or other U.S. Government agencies;
- (e) Military Payment Certificate (MPC), where applicable;
- (f) Military or other U.S. Government banking facilities; and
- (g) Military or other U.S. Government provided telephones, lines, and services with direct dialing capability and access to the Defense Switched Network (DSN), (formerly AUTOVON). The precedence of usage shall be coincident with the urgency of the requirement and in accordance with Government and Military regulations.

H.9 ~~H.8~~ ORGANIZATIONAL CONFLICT OF INTEREST

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

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

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

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

H.10 ~~H.9~~ RESERVED

H.11 H.10 RESERVED

H.12 H.11 ELECTRONIC PRODUCTS ENVIRONMENTAL ASSESSMENT TOOL

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

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

	Non-EPEAT Registered Products	Bronze	Silver	Gold
Desktops				
Laptops				
Monitors				

H.13 H.12 ELECTRONIC ACCESS TO CONTRACT

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

H.12.1 Contractor Webpage

The Contractor shall develop and maintain a current, publicly available webpage accessible via the Internet throughout the period of performance of the Basic Contract and the Contractor's Orders through close-out. The webpage shall be prominently located on the website where other government contracts are listed. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide world-class

professional support services under the Basic Contract. At a minimum, this webpage must include the following items: the Basic Contract, contractor DUNS number, prompt payment terms, contact information of Contractor's Program Manager, a link to the contractor's CCR webpage and a link to the GSA Alliant SB website.

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

H.14 ~~H.13~~ SECTION 508

All supplies and services delivered or performed shall comply with the applicable technical provisions of the Access Board found at 36 CFR 1194, parts B, C and D, as amended, or provide equivalent facilitation in order to ensure compliance with Section 508, as applicable.

Contractors shall register with the Buy Accessible Data Center at <http://emgbaw.altarum.org/DataCenter/> within sixty days of award of the Basic Contract. It is the Contractor's responsibility to keep their information current.

H.15 ~~H.14~~ INSURANCE

In accordance with FAR 52.228-5, Insurance - Work on a Government Installation, and FAR 52.228-7, Insurance - Liability to Third Persons, insurance policies with the following types and minimum amounts shall be furnished to the ACO within 30 days of award and maintained during the period of performance of the Basic Contract:

- (a) Worker's Compensation and Employer's Liability, specified at FAR 28.307-2(a) of not less than \$100,000 for each occurrence;
- (b) General Liability, specified at FAR 28.307-2(b) of not less than \$500,000 for each occurrence;
- (c) Automobile Liability, specified at FAR 28.307-2(c) of not less than \$200,000 per person and \$500,000 for each occurrence, and property damage liability insurance of not less than \$20,000 for each occurrence;
- (d) Aircraft public and passenger liability, specified at FAR 28.307-2(d), when aircraft are used in connection with performing the contract, the OCO shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater;

(e) Vessel liability, specified at FAR 28.307-2(e), when contract performance involves the use of vessels, the OCO shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

H.15.1 H.14.1 Defense Base Act Insurance

Pursuant to FAR 28.305, Defense Base Act (DBA) insurance coverage provides workers' compensation benefits (medical, disability, death) in the even of a work-related injury or illness outside the United States.

The Government requires that employees hired by contractors and subcontractors who work internationally be protected by the DBA coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor.

DBA insurance shall be at no direct cost to the Government and shall be furnished to the OCO within 30 days of award of an Order; **however, if required and approved by an OCO under an individual Order, additional DBA riders may be charged as a direct cost to the Government.**

H.16 H.15 COST ACCOUNTING SYSTEM

Contractors are required to have an adequate cost accounting system for Cost Rebursement type Orders in accordance with FAR 16.301-3(a)(1). The Contractor must maintain a cost accounting system determined adequate by **their cognizant auditing agency.** ~~DCAA/DCMA. approved DCAA/DCMA cost accounting system.~~ The Contractor shall notify the ACO and designated OCOs for ongoing Orders, in writing, if there are any changes in the status of their ~~approved~~ cost accounting system and provide the reason(s) for the change.

H.17 H.16 RESERVED

H.18 H.17 PURCHASING SYSTEM

In accordance with FAR 44.201-2, Advance Notification Requirements, Contractors with approved purchasing systems shall notify the ACO and designated OCOs on individual Orders, in writing, if there are any changes in the status of their approved purchasing systems and provide the reason(s) for the change.

H.19 H.18 EARNED VALUE MANAGEMENT SYSTEM

When Earned Value Management (EVM) is determined to be applicable to an individual Order, the provisions and clause FAR 52.234-2, 52.234-3, 52.234-4 applies. (Refer to Section H.1)

**H.20 H.19 YEAR 2000 WARRANTY – COMMERCIAL/NON-COMMERCIAL
SUPPLY ITEMS**

The Contractor warrants that each commercial and non-commercial telecommunications service, features, support systems, and/or hardware, software, and firmware product delivered under this Contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g., hardware, software, firmware) external to this Contract used in combination with products delivered under this contract properly exchange date data with such products. If the Contract requires that products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be defined in, and subject to, the superior of the terms and limitations of the contractor's standard commercial warranty or warranties contained in this Contract. Notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies that the Government may otherwise have under this Contract with respect to defects other than Year 2000 performance.

H.21 H.20 OFF RAMP

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

- (a) Permitting such Contractor's Alliant SB Contract to expire instead of exercising the Option; or
- (b) Implementing a termination for convenience (if applicable and only if such action is in the Government's best interest); or
- (c) Implementing a termination for default, if applicable; or
- (d) Taking any other action which may be permitted under the Alliant SB Contract's terms and conditions.

Prior to exercising the option period, the Contractor will be required to re-certify business size status. The Government will use ORCA (discussed in Section K) as it did originally for the contract awards. If a previously awarded small business concern re-represents itself as other than small, the PCO is precluded from exercising the option.

H.22 ~~H.21~~ ON RAMP

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

H.22.1 ~~H.21.1~~ Open Season Procedures

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

- (a) The solicitation is issued under then-applicable federal procurement law;
- (b) The solicitation identifies the total approximate number of new awards that the Alliant SB PCO intends to make. The Alliant SB PCO may decide to award more or fewer Alliant SB Contracts than the number anticipated in the solicitation depending upon the overall quality of the offers received;
- (c) Any Contractor that meets the eligibility requirements set forth in the new solicitation submits a proposal in response to the solicitation; however, existing Alliant SB Contractors may not hold more than one Alliant SB Basic Contract at any time;
- (d) The award decision under any solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation;
- (e) The terms and conditions of any resulting awards from a new solicitation are materially identical to the existing version of the Basic Contract;
- (f) The term for any such new awards from a solicitation is co-terminus with the existing term for all other Alliant SB Contractors, including the option period (if applicable);

(g) If awarded an Alliant SB Contract, any new Alliant SB Contractor is eligible to submit a proposal in response to any TOR and receive Order awards with the same rights and obligations as any other Alliant SB Contractor; and

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

(END OF SECTION H)