



Federal Acquisition Service  
Enterprise GWAC Center - West

# Millennia GWAC

A central graphic featuring a globe with a blue grid overlay, set against a vibrant, abstract background of red, orange, yellow, and purple. The globe is surrounded by glowing, wavy lines and patterns, suggesting a global network or data flow.

**Conformed  
Contract**

**July 2009**

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## **SECTION B – SERVICES AND PRICE/COSTS**

### **B.1 AUTHORITY**

The Office of Management and Budget pursuant to section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. 1412(e) has designated U.S. General Services Administration (GSA) as the executive agent for Government-Wide IT acquisitions. The scope of this designation includes the award and administration of contracts through the Millennium Government-Wide Acquisition Contract (GWAC) Program.

#### **B.1.2 ECONOMY ACT**

The Economy Act does not apply to acquisitions using the Millennium GWAC in accordance with the Federal Acquisition Regulation (FAR) 17.5(b)(2).

### **B.2 PRICES/COSTS**

The Contractor shall furnish all personnel, material, services, and facilities to perform the requirements set forth in the Contract.

#### **B.2.1 TASK ORDER PRICING**

All Task Orders (TO) under this Contract shall be priced in accordance with the Schedules contained in Section B. Schedules reflect both composite and ceiling rates. Such prices shall remain valid for the duration of the TO.

#### **B.2.2 LABOR RATES**

##### **B.2.2.1 Direct Labor**

The term “direct labor” is defined as the technical, management, and support staff required to complete their tasking on a project, along with their appropriate load factors, and exclusive of any profit or fee.

The term direct labor is the fully loaded staff hours, with no profit or fee, charged to a particular project.

##### **B.2.2.2 Loading Factors**

The loading factors are those defined in the Contractor’s forward pricing rates, and include such items as overhead, fringe, general and administration (G&A), or any other elements of cost.

##### **B.2.2.3 Ceiling Rates**

The term “Ceiling Rates” represents the maximum direct labor rates (Contractor site) to be proposed and/or billed under this Contract. These ceiling direct labor rates apply to cost-reimbursable orders and proposals for fixed-price orders.

The ceiling rate should anticipate the maximum technical expertise needed over the life of the contract and is not necessarily bound by current staff.

##### **B.2.2.4 Composite Rates**

The term “Composite Rate” is defined as the average burdened hourly labor rate experienced by the Offeror for similar scope of work and shall be based on current personnel in labor category descriptions in Section J Attachment 1.

The composite rate is the average rate based on current staff and similar tasking. The Schedules also reflect composite direct labor rates (Contractor site).

#### **B.2.2.5 Application**

Composite and ceiling rates contained in Schedules will be used for evaluation purposes.

#### **B.2.2.6 Subcontractor Rates**

Subcontractor rates will be negotiated separately as task order awards require.

#### **B.2.3 COST REIMBURSABLE ITEMS**

Schedule K reflects the estimated costs for travel, tools, other direct costs, and the Contractor's ceiling indirect handling rate to be applied to these cost reimbursable items.

If an indirect handling ceiling rate is not specified for travel, tools, and/or other direct costs, no indirect handling rates shall be applied to nor reimbursed on such costs. (See section H.4 REIMBURSABLE ITEMS)

##### **B.2.3.1 Travel**

Travel required in the performance of either firm-fixed price and/or cost-reimbursable TOs issued under this Contract shall be performed on a cost reimbursable (no fee) basis. (See section H.4.1 TRAVEL)

##### **B.2.3.2 Tools**

Tools acquired under this Contract will be on a cost-reimbursable, fee basis. (See sections C.5 ACQUISITION OF TOOL and H.4.2 TOOLS)

##### **B.2.3.3 Other Direct Costs**

Other Direct Costs (ODCs) required for performance of TOs issued under this Contract will be on a cost-reimbursable basis. (See Section H.4.3 OTHER DIRECT COSTS)

ODCs are defined as cost elements other than Direct Labor, Tools, and long-distance Travel.

#### **B.2.4 TOTAL PROPOSAL COST**

Schedule L reflects the total proposal cost for evaluation purposes. The total consists of the direct labor, and cost reimbursable totals for each year times a weighting factor.

#### **B.2.5 PROFIT OR FIXED FEE**

Profit or Fixed Fee will be negotiated on an individual TO basis. The TO contracting officer shall not negotiate a price or fee that exceeds statutory limitations.

#### **B.2.6 FACILITIES CAPITAL COST OF MONEY**

The Facilities Capital Cost of Money (FCCM) rate is not considered a ceiling rate for the Master Contract. However, the FCCM rate will be considered a fixed rate on TOs and will be taken into consideration in negotiating profit or fixed fee. Because FCCM will be deducted from any negotiated profit or fixed fee, dollar estimates for FCCM should not be included in the total evaluated cost. At this time, the Government only needs to know if the offerors are claiming FCCM or waiving FCCM.

#### **B.2.7 ESTABLISHMENT OF FINAL INDIRECT RATES**

Task order closeout will occur as soon as possible after required audit and establishment of final indirect rates, as applicable. (See Section H.17 TASK ORDER CLOSEOUT)



### **B.3 PAYMENT OF CONTRACT ACCESS FEE**

GSA operating costs associated with the management and administration of this contract are recovered through a Contract Access Fee (CAF). Each task order issued under this contract shall have a separate Contract Line Item Number (CLIN) to cover this access fee, and this CAF shall be obligated at task order award. The CAF for this contract is as follows: (See Section G.10 CONTRACT ACCESS FEE).

**GSA-issued Task Orders:**

CAF fee shall be **.75%** of the total task order value with a cap of \$25,000.00 per task order. The CAF is also applicable to each cost modification made to a task order up to the \$25,000.00 cap.

**Client-Agency “Direct Order-Direct Bill” Task Orders:**

CAF fee shall be **.75%** of the total task order value.

# LABOR RATES

## Millennia Direct Labor Costs Year 1 (May 1999 - April 2000)

Labor Category	Booz, Allen & Hamilton	CSC	CSC Sys & Solutions LLC	Lockheed	NGIT (206)	NGIT (207)	OAO	Raytheon	SAIC	SRA	Unisys
Master IT Analyst	\$184.57	\$126.22	\$109.39	\$106.62	\$119.88	\$129.05	\$93.06	\$114.19	\$181.76	\$148.53	\$185.92
Sr. Subject Matter Expert	\$146.55	\$126.22	\$91.15	\$106.62	\$108.97	\$136.35	\$86.33	\$121.37	\$105.98	\$188.70	\$161.08
Subject Matter Expert	\$101.68	\$85.67	\$75.96	\$87.08	\$90.05	\$93.48	\$66.71	\$121.37	\$84.60	\$107.82	\$143.40
Emerging Technology Expert	\$55.95	\$85.67	\$45.88	\$68.97	\$52.60	\$42.81	\$28.36	\$55.86	\$74.00	\$86.40	\$205.70
Senior IT Analyst	\$182.70	\$98.59	\$91.15	\$106.62	\$90.05	\$118.31	\$82.75	\$113.36	\$102.78	\$110.66	\$151.88
Journeyman IT Analyst	\$150.32	\$69.66	\$63.31	\$87.08	\$76.99	\$94.60	\$52.27	\$107.73	\$76.45	\$99.46	\$135.13
Procurement Management Expert	\$150.32	\$69.66	\$64.57	\$51.17	\$76.99	\$79.53	\$52.91	\$85.46	\$84.60	\$91.38	\$70.33
Project Control Officer	\$101.68	\$69.66	\$75.96	\$51.17	\$76.99	\$79.70	\$35.55	\$85.46	\$74.00	\$90.57	\$70.33
Apprentice IT Analyst	\$114.69	\$61.17	\$63.31	\$49.36	\$70.00	\$75.20	\$45.18	\$78.40	\$74.00	\$99.46	\$85.86
Senior Technician	\$114.69	\$54.11	\$52.76	\$43.80	\$57.84	\$56.04	\$41.99	\$69.72	\$84.60	\$75.62	\$73.72
Technical Writer	\$71.73	\$54.11	\$63.31	\$51.17	\$70.00	\$44.21	\$43.60	\$66.77	\$56.85	\$79.39	\$70.33
Junior IT Analyst	\$71.73	\$54.11	\$52.76	\$49.36	\$52.60	\$62.64	\$35.75	\$58.57	\$61.33	\$87.60	\$74.74
Journeyman Technician	\$75.59	\$45.43	\$45.88	\$37.59	\$52.60	\$41.35	\$35.75	\$41.74	\$76.45	\$62.12	\$64.15
Entry Level IT Trainee	\$55.95	\$44.95	\$45.88	\$42.25	\$47.81	\$45.35	\$28.36	\$41.74	\$56.85	\$60.63	\$54.88
Technician	\$55.95	\$39.48	\$39.89	\$34.95	\$43.46	\$33.33	\$20.68	\$49.42	\$71.83	\$44.48	\$52.74
Junior Technician	\$63.81	\$32.43	\$31.54	\$30.79	\$35.92	\$32.57	\$18.63	\$41.74	\$50.65	\$44.48	\$47.72
Clerical	\$55.13	\$30.58	\$26.06	\$24.70	\$25.87	\$41.36	\$17.91	\$31.56	\$46.48	\$34.50	\$32.12

## Millennia Direct Labor Costs Year 2 (May 2000 - April 2001)

Labor Category	Booz, Allen & Hamilton	CSC	CSC Sys & Solutions LLC	Lockheed	NGIT (206)	NGIT (207)	OAO	Raytheon	SAIC	SRA	Unisys
Master IT Analyst	\$189.81	\$131.33	\$112.67	\$107.88	\$124.53	\$134.73	\$95.38	\$116.76	\$187.78	\$157.15	\$192.85
Sr. Subject Matter Expert	\$150.73	\$131.33	\$93.89	\$107.88	\$113.30	\$142.35	\$88.49	\$122.48	\$109.49	\$199.68	\$167.08
Subject Matter Expert	\$104.56	\$89.15	\$78.24	\$88.14	\$93.55	\$97.59	\$68.38	\$122.48	\$87.41	\$114.09	\$148.74
Emerging Technology Expert	\$57.53	\$89.15	\$47.25	\$69.80	\$54.64	\$44.69	\$29.07	\$57.13	\$76.46	\$91.43	\$213.38
Senior IT Analyst	\$187.88	\$102.59	\$93.89	\$107.88	\$93.55	\$123.52	\$84.82	\$115.91	\$106.19	\$117.10	\$157.54
Journeyman IT Analyst	\$154.58	\$72.48	\$65.20	\$88.14	\$79.98	\$98.76	\$53.57	\$108.71	\$78.99	\$105.24	\$140.16
Procurement Management Expert	\$154.58	\$72.48	\$66.51	\$52.64	\$79.98	\$83.03	\$54.23	\$87.38	\$87.41	\$96.68	\$72.94
Project Control Officer	\$104.56	\$72.48	\$78.24	\$52.64	\$79.98	\$83.21	\$36.43	\$87.38	\$76.46	\$95.86	\$72.94
Apprentice IT Analyst	\$117.95	\$63.65	\$65.20	\$50.78	\$72.72	\$78.51	\$46.31	\$80.17	\$76.46	\$105.24	\$89.07
Senior Technician	\$117.95	\$56.30	\$54.33	\$45.03	\$60.09	\$58.51	\$43.03	\$71.29	\$87.41	\$80.01	\$76.48
Technical Writer	\$73.75	\$56.30	\$65.20	\$52.64	\$72.72	\$46.16	\$44.68	\$68.28	\$58.74	\$84.02	\$72.94
Junior IT Analyst	\$73.75	\$56.30	\$54.33	\$50.78	\$54.64	\$65.40	\$36.65	\$59.88	\$63.36	\$92.71	\$77.52
Journeyman Technician	\$77.73	\$47.27	\$47.25	\$38.61	\$54.64	\$43.17	\$36.65	\$42.69	\$78.99	\$65.73	\$66.54
Entry Level IT Trainee	\$57.53	\$46.78	\$47.25	\$43.42	\$49.66	\$47.35	\$29.07	\$42.69	\$58.74	\$64.17	\$56.94
Technician	\$57.53	\$41.08	\$41.09	\$35.88	\$45.15	\$34.80	\$21.20	\$50.54	\$74.21	\$47.05	\$54.70
Junior Technician	\$65.62	\$33.74	\$32.47	\$31.59	\$37.31	\$34.00	\$19.08	\$42.69	\$52.33	\$47.05	\$49.50
Clerical	\$56.71	\$31.82	\$26.84	\$25.30	\$28.04	\$43.18	\$18.35	\$32.26	\$48.02	\$36.50	\$33.31

**Millennia Direct Labor Costs Year 3**  
(May 2001 - April 2002)

Labor Category	Booz, Allen & Hamilton	CSC	CSC Sys & Solutions LLC	Lockheed	NGIT (2006)	NGIT (2007)	OAO	Raytheon	SAIC	SRA	Unisys
Master IT Analyst	\$195.07	\$136.66	\$116.06	\$112.32	\$129.40	\$140.66	\$97.77	\$119.35	\$189.66	\$166.46	\$198.66
Sr. Subject Matter Expert	\$154.90	\$136.66	\$96.71	\$112.32	\$117.62	\$148.61	\$90.71	\$126.24	\$110.59	\$211.50	\$172.11
Subject Matter Expert	\$107.48	\$92.76	\$80.59	\$91.76	\$97.20	\$101.89	\$70.08	\$126.24	\$88.28	\$120.82	\$153.22
Emerging Technology Expert	\$59.14	\$92.76	\$48.67	\$72.63	\$56.78	\$46.66	\$29.79	\$58.40	\$77.22	\$96.84	\$219.78
Senior IT Analyst	\$193.12	\$106.75	\$96.71	\$112.32	\$97.20	\$128.95	\$86.96	\$118.48	\$107.25	\$124.03	\$162.29
Journeyman IT Analyst	\$158.87	\$75.42	\$67.16	\$91.76	\$83.11	\$103.11	\$54.91	\$112.04	\$79.78	\$111.47	\$144.38
Procurement Management Expert	\$158.87	\$75.42	\$68.51	\$54.16	\$83.11	\$86.68	\$55.59	\$89.33	\$88.28	\$102.40	\$75.14
Project Control Officer	\$107.48	\$75.42	\$80.59	\$54.16	\$83.11	\$86.87	\$37.33	\$89.33	\$77.22	\$101.52	\$75.14
Apprentice IT Analyst	\$121.24	\$66.23	\$67.16	\$52.23	\$75.56	\$81.96	\$47.47	\$81.95	\$77.22	\$111.47	\$91.74
Senior Technician	\$121.24	\$58.59	\$55.97	\$46.30	\$62.43	\$61.08	\$44.12	\$72.88	\$88.28	\$84.75	\$78.78
Technical Writer	\$75.81	\$58.59	\$67.16	\$54.16	\$75.56	\$48.19	\$45.81	\$69.80	\$59.32	\$88.98	\$75.14
Junior IT Analyst	\$75.81	\$58.59	\$55.97	\$52.23	\$56.78	\$68.27	\$37.58	\$61.22	\$63.99	\$98.19	\$79.85
Journeyman Technician	\$79.92	\$49.18	\$48.67	\$39.66	\$56.78	\$45.07	\$37.58	\$43.63	\$79.78	\$69.62	\$68.54
Entry Level IT Trainee	\$59.14	\$48.67	\$48.67	\$44.63	\$51.60	\$49.43	\$29.79	\$43.63	\$59.32	\$67.96	\$58.63
Technician	\$59.14	\$42.75	\$42.32	\$36.84	\$46.91	\$36.33	\$21.72	\$51.66	\$74.95	\$49.85	\$56.34
Junior Technician	\$67.42	\$35.11	\$33.45	\$32.41	\$38.77	\$35.50	\$19.57	\$43.63	\$52.85	\$49.85	\$50.98
Clerical	\$58.27	\$35.11	\$27.65	\$25.92	\$29.14	\$45.08	\$18.81	\$32.97	\$48.50	\$38.64	\$34.32

**Millennia Direct Labor Costs Year 4**  
(May 2002 - April 2003)

Labor Category	Booz, Allen & Hamilton	CSC	CSC Sys & Solutions LLC	Lockheed	NGIT (2006)	NGIT (2007)	OAO	Raytheon	SAIC	SRA	Unisys
Master IT Analyst	\$200.32	\$142.04	\$119.54	\$116.90	\$134.78	\$147.55	\$100.22	\$122.19	\$239.12	\$176.29	\$204.60
Sr. Subject Matter Expert	\$159.07	\$142.04	\$99.61	\$116.90	\$122.51	\$155.89	\$92.97	\$131.01	\$128.69	\$223.99	\$177.26
Subject Matter Expert	\$110.35	\$96.41	\$83.01	\$95.51	\$101.25	\$106.88	\$71.84	\$131.01	\$108.32	\$127.97	\$157.82
Emerging Technology Expert	\$60.72	\$96.41	\$50.12	\$75.64	\$59.14	\$48.95	\$30.53	\$59.78	\$89.16	\$102.57	\$226.38
Senior IT Analyst	\$198.29	\$110.95	\$99.61	\$116.90	\$101.25	\$135.27	\$89.12	\$121.30	\$111.69	\$131.34	\$167.13
Journeyman IT Analyst	\$163.14	\$78.39	\$69.17	\$95.51	\$86.56	\$108.16	\$56.28	\$116.28	\$93.93	\$118.04	\$148.71
Procurement Management Expert	\$163.14	\$78.39	\$70.55	\$56.05	\$86.56	\$90.93	\$56.98	\$91.47	\$93.93	\$108.43	\$77.40
Project Control Officer	\$110.35	\$78.39	\$83.01	\$56.05	\$86.56	\$91.12	\$38.28	\$91.47	\$89.16	\$107.50	\$77.40
Apprentice IT Analyst	\$124.50	\$68.83	\$69.17	\$54.07	\$78.71	\$85.98	\$48.65	\$83.90	\$89.16	\$118.04	\$94.48
Senior Technician	\$124.50	\$60.89	\$57.65	\$47.89	\$65.03	\$64.07	\$45.22	\$74.63	\$93.93	\$89.77	\$81.14
Technical Writer	\$77.85	\$60.89	\$69.17	\$56.05	\$78.71	\$50.55	\$46.96	\$71.46	\$64.63	\$94.24	\$77.40
Junior IT Analyst	\$77.85	\$60.89	\$57.65	\$54.07	\$59.14	\$71.62	\$38.53	\$62.67	\$75.70	\$104.00	\$82.24
Journeyman Technician	\$82.04	\$51.12	\$50.12	\$40.97	\$59.14	\$47.28	\$38.53	\$44.67	\$89.16	\$73.74	\$70.59
Entry Level IT Trainee	\$60.72	\$50.59	\$50.12	\$46.14	\$53.75	\$51.85	\$30.53	\$44.67	\$64.63	\$71.99	\$60.40
Technician	\$60.72	\$44.43	\$43.59	\$38.03	\$48.86	\$38.11	\$22.26	\$52.88	\$77.99	\$52.80	\$58.02
Junior Technician	\$69.24	\$36.49	\$34.46	\$33.44	\$40.38	\$37.24	\$20.05	\$44.68	\$59.92	\$52.80	\$52.50
Clerical	\$59.84	\$34.42	\$28.48	\$26.68	\$30.35	\$47.29	\$19.27	\$33.76	\$53.38	\$40.93	\$35.36

**Millennia Direct Labor Costs Year 5**

(May 2003 - April 2004)

Labor Category	Booz, Allen & Hamilton	CSC	CSC Sys & Solutions LLC	Lockheed	NGIT (206)	NGIT (207)	OAO	Raytheon	SAIC	SRA	Unisys
Master IT Analyst	\$205.52	\$147.62	\$123.12	\$121.67	\$143.62	\$153.89	\$102.72	\$125.10	\$241.51	\$186.86	\$210.74
Sr. Subject Matter Expert	\$163.20	\$147.62	\$102.61	\$121.67	\$130.55	\$162.60	\$95.30	\$136.21	\$129.98	\$237.45	\$182.57
Subject Matter Expert	\$113.24	\$100.20	\$85.51	\$99.40	\$107.89	\$111.48	\$73.62	\$136.21	\$109.40	\$135.66	\$162.54
Emerging Technology Expert	\$62.32	\$100.20	\$51.63	\$78.72	\$63.02	\$51.05	\$31.30	\$61.21	\$90.06	\$108.72	\$233.16
Senior IT Analyst	\$203.45	\$115.30	\$102.61	\$121.67	\$107.89	\$141.09	\$91.34	\$124.68	\$112.81	\$139.21	\$172.16
Journeyman IT Analyst	\$167.38	\$81.47	\$71.25	\$99.40	\$92.24	\$112.81	\$57.69	\$120.89	\$94.87	\$125.14	\$153.16
Procurement Management Expert	\$167.38	\$81.47	\$72.67	\$58.02	\$92.24	\$94.84	\$58.41	\$93.66	\$94.87	\$114.96	\$79.71
Project Control Officer	\$113.24	\$81.47	\$85.51	\$58.02	\$92.24	\$95.04	\$39.24	\$93.66	\$90.06	\$113.94	\$79.71
Apprentice IT Analyst	\$127.71	\$71.54	\$71.25	\$55.96	\$83.87	\$89.68	\$49.87	\$85.91	\$90.06	\$125.14	\$97.32
Senior Technician	\$127.71	\$63.28	\$59.38	\$49.53	\$69.29	\$66.83	\$46.35	\$76.99	\$94.87	\$95.15	\$83.56
Technical Writer	\$79.86	\$63.28	\$71.25	\$58.02	\$83.87	\$52.72	\$48.12	\$73.16	\$65.28	\$99.90	\$79.71
Junior IT Analyst	\$79.86	\$63.28	\$59.38	\$55.96	\$63.02	\$74.70	\$39.49	\$64.17	\$76.46	\$110.23	\$84.70
Journeyman Technician	\$84.19	\$53.13	\$51.63	\$42.35	\$63.02	\$49.31	\$39.49	\$45.74	\$90.06	\$78.16	\$72.72
Entry Level IT Trainee	\$62.32	\$52.58	\$51.63	\$47.72	\$57.27	\$54.08	\$31.30	\$45.74	\$65.28	\$76.29	\$62.20
Technician	\$62.32	\$46.18	\$44.90	\$39.29	\$52.07	\$39.75	\$22.82	\$54.15	\$78.77	\$55.96	\$59.76
Junior Technician	\$71.03	\$37.92	\$35.50	\$34.50	\$43.03	\$38.84	\$20.56	\$45.74	\$60.52	\$55.96	\$54.08
Clerical	\$61.38	\$35.77	\$29.33	\$27.49	\$32.34	\$49.32	\$19.76	\$34.58	\$53.92	\$43.39	\$36.40

**Millennia Direct Labor Costs Year 6**

(May 2004- April 2005)

Labor Category	Booz, Allen & Hamilton	CSC	CSC Sys & Solutions LLC	Lockheed	NGIT (206)	NGIT (207)	OAO	Raytheon	SAIC	SRA	Unisys
Master IT Analyst	\$210.74	\$153.65	\$126.81	\$126.65	\$163.12	\$159.89	\$105.29	\$129.61	\$243.93	\$198.08	\$217.08
Sr. Subject Matter Expert	\$167.37	\$153.65	\$105.68	\$126.65	\$148.28	\$168.94	\$97.70	\$141.62	\$131.28	\$251.70	\$188.06
Subject Matter Expert	\$116.11	\$104.29	\$88.07	\$103.45	\$122.54	\$115.82	\$75.47	\$141.62	\$110.50	\$143.78	\$167.44
Emerging Technology Expert	\$63.88	\$104.29	\$53.16	\$81.95	\$71.57	\$53.04	\$32.08	\$62.67	\$90.96	\$115.25	\$240.16
Senior IT Analyst	\$208.63	\$120.02	\$105.68	\$126.65	\$122.54	\$146.59	\$93.63	\$129.61	\$113.94	\$147.57	\$177.34
Journeyman IT Analyst	\$171.65	\$84.80	\$73.39	\$103.45	\$104.77	\$117.21	\$59.13	\$125.70	\$95.82	\$132.65	\$157.77
Procurement Management Expert	\$171.65	\$84.80	\$74.85	\$60.08	\$104.77	\$98.54	\$59.87	\$95.89	\$95.82	\$121.87	\$82.10
Project Control Officer	\$116.11	\$84.80	\$88.07	\$60.08	\$104.77	\$98.75	\$40.23	\$95.89	\$90.96	\$120.78	\$82.10
Apprentice IT Analyst	\$130.96	\$74.46	\$73.39	\$57.94	\$95.26	\$93.17	\$51.12	\$87.96	\$90.96	\$132.65	\$100.24
Senior Technician	\$130.96	\$65.87	\$61.15	\$51.24	\$78.71	\$69.43	\$47.51	\$80.04	\$95.82	\$100.86	\$86.09
Technical Writer	\$81.90	\$65.87	\$73.39	\$60.08	\$95.26	\$54.78	\$49.32	\$74.92	\$65.93	\$105.89	\$82.10
Junior IT Analyst	\$81.90	\$65.87	\$61.15	\$57.94	\$71.57	\$77.61	\$40.47	\$65.69	\$77.22	\$116.86	\$87.26
Journeyman Technician	\$86.33	\$55.30	\$53.18	\$43.77	\$71.57	\$51.23	\$40.47	\$46.84	\$90.96	\$82.86	\$74.89
Entry Level IT Trainee	\$63.88	\$54.72	\$53.18	\$49.35	\$65.05	\$56.19	\$32.08	\$46.84	\$65.93	\$80.87	\$64.06
Technician	\$63.88	\$48.07	\$46.24	\$40.59	\$59.14	\$41.30	\$23.39	\$55.45	\$79.56	\$59.31	\$61.56
Junior Technician	\$72.85	\$39.47	\$36.55	\$35.62	\$48.88	\$40.35	\$21.08	\$46.84	\$61.12	\$59.31	\$55.72
Clerical	\$62.94	\$37.23	\$30.21	\$28.31	\$36.73	\$51.25	\$20.25	\$35.40	\$54.46	\$45.98	\$37.49

**Millennia Direct Labor Costs Year 7**  
(May 2005 - April 2006)

Labor Category	Booz, Allen & Hamilton	CSC	CSC Sys & Solutions LLC	Lockheed	NGIT (2006)	NGIT (2007)	OAO	Raytheon	SAIC	SRA	Unisys
Master IT Analyst	\$215.97	\$159.95	\$130.63	\$131.84	\$169.81	\$166.29	\$107.93	\$134.75	\$246.37	\$209.97	\$223.60
Sr. Subject Matter Expert	\$171.51	\$159.95	\$108.85	\$131.84	\$154.36	\$175.70	\$100.14	\$147.24	\$150.21	\$266.82	\$193.71
Subject Matter Expert	\$119.00	\$108.57	\$90.71	\$107.70	\$127.56	\$120.46	\$77.35	\$147.24	\$115.08	\$152.40	\$172.47
Emerging Technology Expert	\$65.47	\$108.57	\$54.77	\$85.31	\$74.51	\$55.16	\$32.88	\$64.18	\$96.78	\$122.15	\$247.40
Senior IT Analyst	\$213.78	\$124.94	\$108.85	\$131.84	\$127.56	\$152.45	\$95.98	\$134.75	\$131.69	\$156.43	\$182.68
Journeyman IT Analyst	\$175.87	\$88.27	\$75.59	\$107.70	\$109.06	\$121.90	\$60.61	\$130.69	\$111.61	\$140.59	\$162.52
Procurement Management Expert	\$175.87	\$88.27	\$77.09	\$62.21	\$109.06	\$102.48	\$61.38	\$98.20	\$111.61	\$129.19	\$84.58
Project Control Officer	\$119.00	\$88.27	\$90.71	\$62.21	\$109.06	\$102.70	\$41.22	\$98.20	\$96.78	\$128.02	\$84.58
Apprentice IT Analyst	\$134.21	\$77.51	\$75.59	\$59.98	\$99.16	\$96.90	\$52.41	\$90.06	\$96.78	\$140.59	\$103.26
Senior Technician	\$134.21	\$68.57	\$62.99	\$53.02	\$81.93	\$72.21	\$48.69	\$83.22	\$97.95	\$106.90	\$88.68
Technical Writer	\$83.93	\$68.57	\$75.59	\$62.21	\$99.16	\$56.97	\$50.54	\$76.73	\$78.00	\$112.26	\$84.58
Junior IT Analyst	\$83.93	\$68.57	\$62.99	\$59.98	\$74.51	\$80.72	\$41.47	\$67.27	\$80.36	\$123.86	\$89.88
Journeyman Technician	\$88.45	\$57.66	\$54.77	\$45.26	\$74.51	\$53.28	\$41.47	\$47.96	\$96.78	\$87.82	\$77.14
Entry Level IT Trainee	\$65.47	\$56.97	\$54.77	\$51.05	\$69.72	\$58.44	\$32.88	\$47.96	\$78.00	\$85.72	\$66.00
Technician	\$65.47	\$50.04	\$47.63	\$41.95	\$61.56	\$42.95	\$23.97	\$56.78	\$91.87	\$62.87	\$63.41
Junior Technician	\$74.64	\$41.09	\$37.65	\$36.77	\$50.88	\$41.97	\$21.60	\$47.96	\$66.59	\$62.87	\$57.39
Clerical	\$64.51	\$38.46	\$31.13	\$29.17	\$38.24	\$53.30	\$20.76	\$36.25	\$55.00	\$48.74	\$38.62

**Millennia Direct Labor Costs Year 8**  
(May 2006 - April 2007)

Labor Category	Booz, Allen & Hamilton	CSC	CSC Sys & Solutions LLC	Lockheed	NGIT (2006)	NGIT (2007)	OAO	Raytheon	SAIC	SRA	Unisys
Master IT Analyst	\$221.17	\$166.74	\$134.54	\$137.22	\$176.77	\$173.44	\$110.61	\$140.08	\$248.83	\$222.57	\$230.30
Sr. Subject Matter Expert	\$175.63	\$166.74	\$112.12	\$137.22	\$160.69	\$183.25	\$102.65	\$153.08	\$151.71	\$282.83	\$199.52
Subject Matter Expert	\$121.85	\$113.18	\$93.43	\$112.10	\$132.79	\$125.64	\$79.28	\$153.08	\$116.23	\$161.54	\$177.63
Emerging Technology Expert	\$67.05	\$113.18	\$56.42	\$88.80	\$77.56	\$57.54	\$33.70	\$65.72	\$97.75	\$129.48	\$254.81
Senior IT Analyst	\$218.94	\$130.24	\$112.12	\$137.22	\$132.79	\$159.01	\$98.39	\$140.08	\$133.01	\$165.81	\$188.13
Journeyman IT Analyst	\$180.15	\$92.02	\$77.86	\$112.10	\$113.53	\$127.14	\$62.12	\$135.88	\$112.72	\$149.03	\$167.39
Procurement Management Expert	\$180.15	\$92.02	\$79.41	\$64.42	\$113.53	\$106.89	\$62.91	\$100.56	\$112.72	\$136.95	\$87.12
Project Control Officer	\$121.85	\$92.02	\$93.43	\$64.42	\$113.53	\$107.12	\$42.25	\$100.56	\$97.75	\$135.70	\$87.12
Apprentice IT Analyst	\$137.44	\$80.81	\$77.86	\$62.11	\$103.23	\$101.07	\$53.71	\$92.24	\$97.75	\$149.03	\$106.35
Senior Technician	\$137.44	\$71.48	\$64.88	\$54.88	\$85.29	\$75.32	\$49.92	\$86.52	\$98.93	\$113.32	\$91.32
Technical Writer	\$85.95	\$71.48	\$77.86	\$64.42	\$103.23	\$59.42	\$51.81	\$78.59	\$78.78	\$118.99	\$87.12
Junior IT Analyst	\$85.95	\$71.48	\$64.88	\$62.11	\$77.56	\$84.19	\$42.51	\$68.90	\$81.16	\$131.29	\$92.57
Journeyman Technician	\$90.59	\$60.01	\$56.42	\$46.80	\$77.56	\$55.57	\$42.51	\$49.11	\$97.75	\$93.09	\$79.46
Entry Level IT Trainee	\$67.05	\$59.39	\$56.42	\$52.83	\$70.50	\$60.95	\$33.70	\$49.11	\$78.78	\$90.86	\$67.98
Technician	\$67.05	\$52.16	\$49.07	\$43.36	\$64.09	\$44.79	\$24.57	\$58.16	\$92.79	\$66.63	\$65.32
Junior Technician	\$76.45	\$42.84	\$38.79	\$37.97	\$52.97	\$43.77	\$22.14	\$49.11	\$67.26	\$66.63	\$59.11
Clerical	\$66.05	\$40.40	\$32.06	\$30.06	\$39.80	\$55.59	\$21.28	\$37.13	\$55.55	\$51.67	\$39.78

### Millennia Direct Labor Costs Year 9

(May 2007 - April 2008)

Labor Category	Booz, Allen & Hamilton	CSC	CSC Sys & Solutions LLC	Lockheed	NGIT (206)	NGIT (207)	OAO	Raytheon	SAIC	SRA	Unisys
Master IT Analyst	\$226.40	\$173.81	\$138.57	\$142.85	\$184.02	\$180.90	\$113.39	\$145.63	\$251.32	\$235.92	\$237.24
Sr. Subject Matter Expert	\$179.78	\$173.81	\$115.47	\$142.85	\$167.28	\$191.13	\$105.22	\$159.15	\$153.23	\$299.81	\$205.52
Subject Matter Expert	\$124.72	\$117.98	\$96.23	\$116.68	\$138.24	\$131.04	\$81.27	\$159.15	\$117.40	\$171.23	\$182.96
Emerging Technology Expert	\$68.64	\$117.98	\$58.11	\$92.42	\$80.74	\$60.01	\$34.55	\$67.31	\$98.73	\$137.23	\$262.46
Senior IT Analyst	\$224.10	\$135.77	\$115.47	\$142.85	\$138.24	\$165.84	\$100.86	\$145.63	\$134.34	\$175.75	\$193.78
Journeyman IT Analyst	\$184.39	\$95.92	\$80.20	\$116.68	\$118.19	\$132.61	\$63.67	\$141.27	\$113.85	\$157.96	\$172.41
Procurement Management Expert	\$184.39	\$95.92	\$81.79	\$66.74	\$118.19	\$111.48	\$64.47	\$102.99	\$113.85	\$145.16	\$89.72
Project Control Officer	\$124.72	\$95.92	\$96.23	\$66.74	\$118.19	\$111.72	\$43.32	\$102.99	\$98.73	\$143.85	\$89.72
Apprentice IT Analyst	\$140.69	\$84.23	\$80.20	\$64.32	\$107.46	\$105.41	\$55.05	\$94.47	\$98.73	\$157.96	\$109.54
Senior Technician	\$140.69	\$74.51	\$66.82	\$56.80	\$88.79	\$78.56	\$51.16	\$89.96	\$99.92	\$120.12	\$94.06
Technical Writer	\$87.97	\$74.51	\$80.20	\$66.74	\$107.46	\$61.97	\$53.11	\$80.50	\$79.57	\$126.12	\$89.72
Junior IT Analyst	\$87.97	\$74.51	\$66.82	\$64.32	\$80.74	\$87.81	\$43.58	\$70.56	\$81.97	\$139.16	\$95.34
Journeyman Technician	\$92.75	\$62.55	\$58.11	\$48.40	\$80.74	\$57.96	\$43.58	\$50.29	\$98.73	\$98.67	\$81.84
Entry Level IT Trainee	\$68.64	\$61.91	\$58.11	\$54.66	\$73.39	\$63.57	\$34.55	\$50.29	\$79.57	\$96.32	\$70.00
Technician	\$68.64	\$54.37	\$50.54	\$44.82	\$66.71	\$46.72	\$25.20	\$59.57	\$93.72	\$70.64	\$67.28
Junior Technician	\$78.25	\$44.65	\$39.94	\$39.23	\$55.14	\$45.66	\$22.70	\$50.29	\$67.93	\$70.64	\$60.88
Clerical	\$67.72	\$42.12	\$33.02	\$30.99	\$41.43	\$57.98	\$21.83	\$38.03	\$56.11	\$54.77	\$40.98

### Millennia Direct Labor Costs Year 10

(May 2008 - April 2009)

Labor Category	Booz, Allen & Hamilton	CSC	CSC Sys & Solutions LLC	Lockheed	NGIT (206)	NGIT (207)	OAO	Raytheon	SAIC	SRA	Unisys
Master IT Analyst	\$231.59	\$181.28	\$142.73	\$148.69	\$191.57	\$188.50	\$116.22	\$151.40	\$253.84	\$250.07	\$244.34
Sr. Subject Matter Expert	\$183.91	\$181.28	\$118.95	\$148.69	\$174.14	\$199.16	\$107.85	\$165.46	\$154.77	\$317.81	\$211.68
Subject Matter Expert	\$127.60	\$123.05	\$99.12	\$121.44	\$143.90	\$136.54	\$83.29	\$165.46	\$118.57	\$181.51	\$188.44
Emerging Technology Expert	\$70.21	\$123.05	\$59.85	\$96.19	\$84.05	\$62.53	\$35.42	\$68.95	\$99.72	\$145.47	\$270.34
Senior IT Analyst	\$229.26	\$141.60	\$118.95	\$148.69	\$143.90	\$172.81	\$103.38	\$151.40	\$135.69	\$186.29	\$199.60
Journeyman IT Analyst	\$188.62	\$100.04	\$82.60	\$121.44	\$123.04	\$138.18	\$65.25	\$146.89	\$114.99	\$167.44	\$177.60
Procurement Management Expert	\$188.62	\$100.04	\$84.25	\$69.12	\$123.04	\$116.17	\$66.07	\$105.50	\$114.99	\$153.86	\$92.42
Project Control Officer	\$127.60	\$100.04	\$99.12	\$69.12	\$123.04	\$116.41	\$44.40	\$105.50	\$99.72	\$152.48	\$92.42
Apprentice IT Analyst	\$143.93	\$87.85	\$82.60	\$66.61	\$111.87	\$109.84	\$56.44	\$96.74	\$99.72	\$167.44	\$112.83
Senior Technician	\$143.93	\$77.71	\$68.83	\$58.81	\$92.43	\$81.85	\$52.45	\$93.53	\$100.92	\$127.34	\$96.87
Technical Writer	\$90.01	\$77.71	\$82.60	\$69.12	\$111.87	\$64.58	\$54.43	\$82.46	\$80.36	\$133.68	\$92.42
Junior IT Analyst	\$90.01	\$77.71	\$68.83	\$66.61	\$84.05	\$91.50	\$44.66	\$72.27	\$82.80	\$147.52	\$98.23
Journeyman Technician	\$94.85	\$65.24	\$59.85	\$50.08	\$84.05	\$60.40	\$44.66	\$51.49	\$99.72	\$104.60	\$84.30
Entry Level IT Trainee	\$70.21	\$64.56	\$59.85	\$56.57	\$76.39	\$66.24	\$35.42	\$51.49	\$80.36	\$102.10	\$72.10
Technician	\$70.21	\$56.71	\$52.06	\$46.35	\$69.45	\$48.68	\$25.81	\$61.00	\$94.66	\$74.87	\$69.30
Junior Technician	\$80.07	\$46.57	\$41.15	\$40.54	\$57.40	\$47.57	\$23.27	\$51.49	\$68.61	\$74.87	\$62.70
Clerical	\$69.16	\$43.93	\$34.00	\$31.96	\$43.13	\$60.41	\$22.37	\$38.94	\$56.67	\$58.07	\$42.22

## **SECTION C – DESCRIPTION/SPECIFICATIONS**

### **C.1 BACKGROUND**

Recently established within GSA's Federal Supply Service (FSS) the Enterprise Government-wide Acquisition Contracts (GWAC) Center is responsible for the development, award, and administration of GWACs for IT support. The Federal Technology Service (FTS) issues task orders under the FSS-awarded GWACs through its Client Support Centers (CSC). Prior to the restructuring of FSS and FTS, FTS Solutions Development Centers (SDCs) were responsible for developing and administering GWACs. At that time, a major component of FTS' contracting portfolio was the "9600" MAIQ contracts used by the Federal Systems Integration and Management Center (FEDSIM), a CSC within FTS.

Working in concert with FEDSIM and other FTS clients, the former Federal Computer Acquisition Center (FEDCAC) SDC conducted a follow-on effort establishing a new MAIQ portfolio of contracts. This new MAIQ Contract, entitled "*Millennia*," is largely based on the former FEDSIM MAIQ contract.

The objective of this contract is to obtain a broad range of high-quality IT support services under multiple award contracts to enable GSA to support its clients in a timely and cost effective manner. Any office within the GSA and client agencies receiving a Delegation of Procurement Authority (DPA) may issue TOs under *Millennia*.

### **C.2 SCOPE**

*Millennia* will include a broad scope of IT services including new and emerging technologies, which will evolve over the life of *Millennia*. These services may be required throughout the United States, its territories and possessions, and in foreign countries.

The scope of support to be provided under this contract is intended to cover all requirements for "Information Technology", including computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources. Section C.3 describes the general tasks and functional areas that may be required under this contract.

### **C.3 STATEMENT OF WORK**

This section describes each functional area and representative associated tasks. Requirements for specific work will be set forth in a Task Order Request (TOR) issued under this Contract.

There are also general tasks, which may apply to any of the three functional areas: Software Engineering, Communications, and System Integration. The general tasks are listed below as a separate subsection and are not repeated under each functional area.

#### **C.3.1 GENERAL TASKS**

These tasks may apply to any of the functional areas. When included in a TOR for work related to a functional area, these general tasks will assume the applicable characteristics of that functional area. The functional areas are described in Section C.3.2.

- Any report, study, or technical analysis in support of the development or acquisition of IT resources. For example, requirements analyses and definition, alternatives analyses, market surveys, cost/benefit analyses, and feasibility studies
- IT strategic planning, program assessments, and studies
- IT procedure, policy, and methodology analysis
- Business process re-engineering
- Integrated project schedules and critical path analyses
- Architecture analyses
- System engineering
- System documentation
- Acceptance testing
- Operational testing and evaluation
- Configuration management
- Quality assurance

- Independent verification and validation
- Implementation
- Training
- Documentation
- Other logistics support to include reliability, maintainability, sparing, etc.
- Operations and maintenance support
- All aspects of computer security. For example:
  - Backup operations
  - Continuity of operations
  - Contingency planning
  - System security analyses and implementation Security certification
  - Security awareness training
- Prototypes
- Project management
- Acquisition support
  - Solicitation documents or portions thereof
  - Technical assistance during procurement process
  - Source selection evaluation criteria
  - Life cycle management/decision support documents
  - Assistance in the procurement and outsourcing of IT resources to include software, hardware, communications equipment, etc.
  - Software licensing
  - Warranty and maintenance support agreements
  - Performance validation strategies and tools
  - Acquisition support documents, e.g., market surveys, requirements analyses, alternatives analyses, conversion studies, workload analyses, economic analyses, feasibility studies, justifications
- Web-based technology
- Electronic Commerce (EC)/Electronic Data Interchange (EDI)
- Standards
- Risk management
- Research and development of emerging information technologies

### **C.3.2 FUNCTIONAL AREAS**

The following functional areas describe the intended focus of this contract:

- Software Engineering
- Communications
- System Integration

#### **C.3.2.1 Software Engineering**

The area of Software Engineering encompasses all tasks necessary to assist agencies in the management of their software (application systems, data files, databases, and interfaces) from initial conception and planning, through design and development, to maintenance, improvement, and conversion. It includes the performance of these tasks as well as assistance in the acquisition of IT resources to perform these tasks. The general area of life cycle Software Engineering can include studies related to information systems planning as well as the sizing and designing of computer systems on which new or existing software will operate. Typical tasks include, but are not limited to, the following:

- Project planning and oversight
  - Review and evaluate existing system architectures
  - Conduct hardware, telecommunications, and software inventories
  - Develop architectures and architecture transition plans
  - Identify or develop, and implement applicable life cycle information management standards
  - Perform software tool evaluations (e.g., computer-aided software engineering tools)
  - Evaluate commercial-off-the-shelf (COTS) and Government-off-the-shelf (GOTS) software
  - Evaluate data base management systems



- Establishment of software development environment
- System requirements analyses
- System design including interfaces
- Software requirements analyses
- Software design
- Data base design
- Software implementation and unit testing
- Unit integration and testing
- Functional component testing
- System qualification testing
- Release management
- Preparation for software transition
- Software configuration management
- Software product evaluation
- Software quality assurance
- Corrective action
- Joint technical and management reviews
- Other technical support activities
  - Model, predict, and test software performance
  - Modify/adapt COTS/GOTS software
  - Develop data standards, data dictionaries, and data bases
- Maintenance
  - Prepare software maintenance program plans Implement software maintenance programs
  - Provide on-site and off-site maintenance Provide help desk support
  - Perform configuration management and change control
  - Improvement - Inventory and analyze existing software
  - Prepare software improvement feasibility studies Develop software improvement plans
  - Transition the improved system to operational environment
- Conversion
  - Prepare compliant software conversion studies
  - Analyze software conversion feasibility
  - Evaluate alternate platform conversion
  - Convert software

It may be necessary on certain TOs to perform software capability evaluations (SCE). The Government may use the SCE developed by the Software Engineering Institute (SEI), Carnegie Mellon University (CMU), in evaluating the Contractor's TO proposal. As appropriate, the SCE level required will be specified in individual TORs.

### **C.3.2.2 Communications**

The area of Communications deals with the definition, design, implementation, and management of digital and integrated communications systems, which may be terrestrial, or satellite based. It includes local area networks (LANs), metropolitan area networks (MANs), wide area networks (WANS), enterprise systems, Internet/Intranet-based networks, and any combination thereof, including all forms of digitization and incorporation of multiple media types, e.g., data, digitized voice, video, or imagery as well as high bandwidth and demand bandwidth technologies. Tasks may include any type of study, integration support, development, evaluation, and implementation having to do with digitized, integrated communications, including secure communications and satellite communications requirements. Typical tasks include, but are not limited to, the following:

- Characterize design features and/or architecture (e.g., fiber, token ring, star, hybrid) as part of requirements definition for communications systems
- Identify current system communications and interoperability capabilities
- Identify deficiencies and shortcomings of current communications networks
- Develop alternative architectures to meet requirements or alleviate shortcomings
- Evaluate configuration alternatives, including conducting cost analyses, risk analyses, and performance predictions
- Define and implement automated design procedures and systems
- Design communications systems

- Develop representation, including prototypes, of existing or proposed communications network concepts
- Evaluate designs and concepts including tradeoff analyses, economic analyses, risk assessments, mathematical analyses, analytical models, performance predictions, simulations, and prototypes
- Design and inspect communications support facilities
- Analyze the performance and operation of communications systems. Develop representative workload scenarios, including workload characterization and quantification
- Procure, install, and integrate communications systems (including extending, upgrading, or enhancing existing systems)
- Provide supervision, labor, installation services, cable plant, hardware and software components, testing, documentation, training, and technical support
- Provide maintenance service, on-call and/or on-site
- Design and maintain communication records databases
- Conduct studies and analyses related to open standards and/or EDI

### **C.3.2.3 System Integration**

This functional area encompasses all activities necessary to develop and deploy an automated information system. It includes the integration of technical components, such as software, hardware, and communications, and organizational components to include processes and procedures, resulting in a turn key system. System Integration may make use of technical laboratories, prototypes, and pilot systems. It overlaps with several of the other functional areas but is differentiated by its all-encompassing nature. Under this area, fully operable, complete systems will be provided to the clients. Typical tasks include, but are not limited, to the following:

- Analyze requirements
- Conduct system planning
- Design systems
- Evaluate alternative implementations
- Develop integration plans
- Acquire or develop hardware, software, applications, interface, and connectivity components
- Integrate all components
- Test components and systems
- Establish management and control systems, e.g., configuration management and capacity planning
- Develop, implement, and analyze prototypes
- Develop, implement, and analyze pilot projects
- Identify and design processes - automated and manual
- Develop system documentation
- Train all personnel
- Field system
- Maintain system
- Virtual office

## **C.4 FEDERAL AND INDUSTRY STANDARDS**

A multitude of Government agencies, both Department of Defense and civilian, are supported by GSA. In the performance of its work, GSA is usually required to follow the standards of that agency. Each TO will specify the standards the Contractor shall follow in performance of that TO.

## **C.5 ACQUISITION OF TOOLS**

Occasionally, client agencies will require the use of specific tools in a project. Examples are CASE tools, models, software, data base management systems, personal computers, workstations, etc. If the Contractor does not already have access to these required tools, the Government may provide them or may require that the Contractor acquire them for the project. In either case, the Government will maintain an inventory of such tools and the Contractor shall provide all such tools acquired at the Government's expense to the Government upon completion of the TO. If the Contractor acquires the tools, all licenses shall be able to be turned over to the Government upon completion of the TO. (See Section H.4.2 TOOLS and FAR clauses 52.244-2 Alternate II and 52.244-5).

## **C.6 PERSONNEL QUALIFICATIONS**

In accordance with FAR 39.104 Information Technology Services, minimum experience or education requirements will not be specified, unless the needs of the agency cannot be met without the requirements or agency needs require the use of other than a performance-based contract. (See Section J, Attachment 1 – Contract Labor Category Descriptions.

## **C.7 SUPPORT FOR DISABLED PERSONNEL**

### **C.7.1 ITEMS PURSUANT TO THE AMERICANS WITH DISABILITIES ACT OF 1990 AND THE WORK INVESTMENT ACT OF 1998**

When applicable, provide items, priced as requested, pursuant to the Americans with Disabilities Act of 1990, and the Work Investment Act of 1998 (H.R. 1385).

### **C.7.2 ITEMS PURSUANT TO SECTION 508 REHABILITATION ACT, AS AMMENDED IN 1998**

When applicable, provide items pursuant to Section 508 of the Rehabilitation Act, as amended in 1998. Section 508 requires that Federal Agencies provide commercially available electronic and information technology that is accessible to people with disabilities, include employees and members of the public. Effective June 21, 2001, compliance is pursuant to FAR Subpart 39.2—Electronic and Information Technology, for awarded task orders. Further information on Section 508 is available via the Internet at <http://www.section508.gov>.

### **C.7.3 ITEMS PURSUANT TO THE RECOVERY ACT OF 2009**

On February 17, 2009, The President signed Public Law 111-5, the Recovery Act. The Act imposes a number of requirements on Executive Branch departments and agencies receiving Recovery Act funds to meet the broader goals and objectives (e.g. level of transparency and accountability) of the Recovery Act. In addition, the Recovery Act includes a number of requirements to be implemented in Federal Government contracts.

Five Federal Acquisition Regulation (FAR) interim rules were published in the Federal Register on March 31, 2009, in FAC 2005-032, providing authorities, policies, and procedures for government wide implementation of the Recovery Act and for special contract procedures contained in OMB Guidance. The interim rules immediately make available FAR contract clauses to include in Government Contracts.

## **SECTION D – PACKING AND MARKING**

### **D.1 GENERAL**

At a minimum, the following paragraphs shall be applicable to all TOs issued under this Contract. Additional requirements may be specified in each TO Request.

### **D.2 PACKAGING**

The Contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

### **D.3 MARKING**

The Contractor shall ensure that all documentation, reports, invoices, and correspondence contain the following identification numbers, which can be found on GSA Form 300, Order for Supplies and Services. All deliverables shall also identify the Contract Line Item Number the product was developed under and the deliverable title.

<b>Number</b>	<b><u>Location on GSA Form 300</u></b>
Task Order No.	Block 2
Basic Contract No	Block 3
Accounting Control Transaction (ACT) No.	Block 4
Project No.	Block 5

### **D.4 CONTAINER MARKING**

Containers shall be clearly marked as follows:

- a. Name of Contractor
- b. Contract Number
- c. Order Number
- d. ACT Number
- e. Description of Items Contained Therein

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 GENERAL**

At a minimum, the following paragraphs shall be applicable to all Task Orders (TO) issued under this Contract. Additional inspection and acceptance requirements may be specified in each Task Order Request (TOR).

Determination of the acceptability of each completed deliverable will be made by the Government in accordance with the inspection and acceptance requirements and standards of performance stated herein and in Section F.

### **E.2 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This Contract incorporates the following Federal Acquisition Regulation (FAR) clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. The solicitation provisions and/or contract clauses are available in either HTML or PDF format at <http://www.arnet.gov/far/>.

52.246-2	Inspection of Supplies—Fixed Price	(AUG 1996)
52.246-3	Inspection of Supplies—Cost Reimbursement	(MAY 2001)
52.246-4	Inspection of Services—Fixed Price	(AUG 1996)
52.246-5	Inspection of Services—Cost Reimbursement	(APR 1984)
52.246-16	Responsibility of Supplies	(APR 1984)

### **E.3 INSPECTION AND ACCEPTANCE BY THE GOVERNMENT**

The Government will inspect and accept supplies and services in accordance with the FAR clauses incorporated into this contract and any specific requirements included in the TOs.

#### **E.3.1 RESPONSIBILITY FOR THE INSPECTION AND ACCEPTANCE**

Government inspection responsibilities will be specified in individual TOs.

The Contracting Officer Representative (COR) or designated representative will inspect, and be responsible for, the review and acceptance of all deliverables under this Contract, prior to its acceptance by the Government CO. Acceptance testing will be performed by the COR or designated representative(s), at the location(s) specified in each task order.

#### **E.3.2 SCOPE OF INSPECTION**

All deliverables will be inspected for content, completeness, accuracy, and conformance to the requirements (including any applicable standards). Inspection will include validation of information or software through the use of automated tools and/or testing of the deliverables, as appropriate.

The scope and nature of this testing will be determined by the TO Contracting Officer or his or her designated representative and will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

Acceptance criteria will apply to all draft and final deliverables, to include, at a minimum, the following:

- a. Optional, substitute, replaced, modified, or supplemental products delivered by the Contractor within the scope of this Contract;
- b. Modifications made by the Contractor in order to ensure compliance with the requirements;
- c. Documentation (e.g., operations manuals, program documentation, user manuals, and security manuals) and training classes (including classes for on-line users, operations personnel, and system maintenance and security personnel); and
- d. Software, which is added or field-modified after a successful performance period.

### **E.3.3 WRITTEN ACCEPTANCE/REJECTIONS BY THE GOVERNMENT**

The Government will provide written notification of acceptance or rejection of all deliverables, both draft and final. All rejections will include the specific reason(s) for rejection.

### **E.3.4 GOVERNMENT COMMENTS**

Inspection and acceptance of initial deliverables procedures are as follows, unless modified in a TO:

- a. The Government will provide written acceptance, comments, and/or change requests, if any, within fifteen (15) working days from receipt by the Government, of all required Contract deliverables; and
- b. Upon receipt of the Government comments, the Contractor shall have fifteen (15) working days to revise and re-submit the Contract deliverable(s) if it is not a "draft" deliverable. If it is a "draft" deliverable, the Contractor shall revise and re-submit the draft deliverable no later than the date specified for the next scheduled submission of the deliverable(s).

### **E.3.5 RE-SUBMITTED DELIVERABLES**

The Government will review and verify the adequacy of the re-submitted deliverable(s). The Government will provide the Contractor written notice of acceptance/rejection or request for extension of the review period within fifteen (15) working days after receipt of each re-submitted final deliverable.

### **E.4 ACCEPTANCE CRITERIA**

Deliverables will be accepted if they are completed in accordance with the specification, schedules, test plans, or other acceptance criteria stated herein and also those acceptance criteria and other requirements, which are incorporated into an individual TO. The Contractor's performance and all Contractor submitted deliverables will be evaluated for conformance with the performance requirements set forth in the TO.

Reports, documents, and narrative-type deliverables will be inspected and accepted when all Government comments/revisions, when applicable, have been incorporated.

Software deliverables will be accepted when all discrepancies, errors, or other deficiencies have been resolved to the Government's satisfaction.

Training will be accepted as complete when all specified personnel have been trained in accordance with the Government-provided or accepted training plan/schedule as determined by the Government.

### **E.5 QUALITY ASSURANCE**

Inspection and quality assurance (QA) activities will be conducted by the Government on all deliverables provided by the Contractor under this Contract, to include, but not be limited to, documentation, training, IT support services, and installed software. Inspection and QA activities by the Government may include participation by personnel as specified in the TO.

#### **E.5.1 GOVERNMENT PRACTICES**

Government QA will be conducted throughout the program to verify that all Contractor-delivered products and services conform to all requirements of this Contract. Examples follow:

- a. Independent verification and validation services will be used when it is effective, economical, or otherwise in the Government's interest, as determined by the Government;
- b. If a TO provides for delivery and acceptance at product destination and the quality inspection is conducted elsewhere, the products will not be reinspected, but will be examined for quantity, damage in transit, and substitution or fraud;
- c. Government quality inspections will be performed by, or under the direction of, Government personnel prior to acceptance; and

- d. Government QA on subcontracted products and services will be performed, when required, in the best interest of the Government. This does not relieve the prime Contractor of any responsibilities under the solicitation, which include ensuring that:
  - 1) Products are developed and released or shipped from the Subcontractor as specified in Section D of this Contract;
  - 2) Conditions for QA at the source are acceptable;
  - 3) QA procedures for the Subcontractor's products and services are enforced by the prime Contractor; and
  - 4) QA is performed as required by individual TOs.

**E.5.2 NONCONFORMING PRODUCTS OR SERVICES**

Nonconforming products or services will be rejected. Contractor QA shall maintain, as part of the performance record of the Contract, records of the following:

- a. The number and types of deficiencies found; and
- b. Decisions regarding the acceptability of processes, products, and correction action procedures.

## SECTION F – DELIVERIES OR PERFORMANCE

### F.1 GENERAL

At a minimum, the following paragraphs shall be applicable to all Task Orders (TO) issued under this Contract. Additional requirements may be specified in each TO.

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

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. The full text of a clause may be accessed electronically at <http://www.arnet.gov/far/>.

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

The following clauses are applicable to fixed-price Task Orders only:

<u>CLAUSE</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984

The following clause is applicable to cost-reimbursable Task Orders only:

<u>CLAUSE</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order	AUG 1989
	Alternate I	APR 1984

### F.3 TERM OF CONTRACT

The base period of this Contract will be five years with a single five-year option period, which will allow a total contract period of 10 years. The Start Date will be the date of award.

Base Period:	April 28, 1999 through April 27, 2004
Option Period:	April 28, 2004 through April 27, 2009 *

\* Exercised Clause 52.217-8 Option to Extend Services for an additional six (6) months at the rates specified in the contract. The contract expiration date is changed from April 27, 2009 to October 27, 2009.

### F.4 PERIOD OF PERFORMANCE

The period of performance will be specified in each task order. No orders shall extend more than five (5) years after October 27, 2009, so the latest completion date a task order can have is October 27, 2014.

### F.5 TASK ORDER SCHEDULE AND MILESTONE DATES

All required services and/or support shall be delivered in accordance with the delivery requirements specified within the associated TO.

Unless otherwise specified within this contract, all deliverables listed in a specific TO under this Contract shall be accomplished in accordance with the Contractor's proposed delivery schedule, as agreed to by the Government CO, at the time the TO is issued. Delivery shall be made to the locations identified in the TO. The schedule of significant milestones shall also be agreed to for each TO.

### F.6 TRANSPORTATION OF MATERIALS

The Contractor shall be responsible for transporting all materials between the Government site and the Contractor's place of performance. Pickup and delivery of materials shall be in accordance with the schedule defined for each specific requirement.

The Contractor shall ship all deliverables F.O.B. destination with all shipping and transportation costs prepaid. Destinations will be specified in the TO.



**F.7 PLACE(S) OF DELIVERY**

The place(s) of delivery shall be specified in each TO.

**F.8 DELIVERABLE TYPES**

Deliverable types shall be specified in each TO.

**F.9 WRITTEN DELIVERABLES**

Written deliverables shall be specified in each TO.

**F.10 DELIVERABLES MEDIA**

Deliverables media shall be specified in each TO.

**F.11 PROJECT REVIEW CONFERENCES**

Project review conferences shall be specified in each TO.

**F.12 NOTICE(S) REGARDING LATE DELIVERY**

Notice(s) regarding late delivery shall be specified in each TO.

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1 GENERAL**

As a minimum, the following paragraphs shall be applicable to all Task Orders (TO) issued under this Contract. Additional contract administration data may be specified in each TO.

### **G.2 INVOICE SUBMISSION**

The Contractor shall submit invoices in accordance with the requirements and schedule specified in the TO. (See Section I.1.1 CONTRACT CLAUSES FAR 52.232-25 FEB 2002).

### **G.3 TASK ORDER PROCEDURES**

#### **G.3.1 GENERAL**

The Government may issue Fixed Price and/or Cost-Reimbursable Task Orders.

Any supplies and services to be furnished under this contract shall be ordered by issuance of written task orders. All task orders issued under this contract shall be issued in accordance with FAR 16.505 Ordering and the following ordering procedures:

- a. Pursuant to FAR 16.504(a)(4)(vi), only authorized users may place Orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR 2.1) in good standing must have an appropriate signed Delegation of Procurement Authority (DPA) from the Procuring Contracting Officer (PCO). For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).
- b. All task orders are subject to the terms and conditions of the original contract, as amended. In the event of conflict between a task order and the contract, the contract will take precedence.
- c. All costs associated with preparation, presentation, and/or discussion of the contractor's task order proposal will be at the contractor's expense.
- d. It is the Government's intent to issue task orders for every Task Order Request (TOR). However, circumstances may occur which would prevent issuance of a particular task order.
- e. No work shall be performed and no payment shall be made except as authorized by a task order.
- f. A task order is issued when the Government transmits the task order to the contractor.

#### **G.3.1.1 Cost Plus Award Fee**

Strict adherence to FAR 16.4, such as the specific incentive clauses that must be developed and included the task order request and incorporated into the order, must be followed. No cost-plus-award-fee task order shall be awarded unless all the limitations in FAR 16.301-3 are complied with and, the contract amount, the performance period, and expected benefits are sufficient to warrant additional administrative effort and cost involved.

#### **G.3.1.2 Incentive Task Orders**

The Government may issue fixed price or cost reimbursable incentive task orders. Compliance with FAR 16.4 is required. The specific criteria and plan must be established in each task order.

### **G.3.2 PLACEMENT OF TASK ORDERS**

Delivery or performance shall be made only as authorized by TOs issued in accordance with the subsections herein. The Contractor shall furnish to the Government those products or services specified in the TO.

### G.3.2.1 Fair Opportunity

Each of the Millennium Contractors will be provided a fair opportunity to receive awards of each TO in accordance with FAR 16.505(b)(1).

### G.3.2.2 Technical Proposal Methodology

The Government currently envisions two methods for issuance of TOs. The two methodologies will be referred to as:

- Methodology I – Oral Presentation of Technical Proposal
- Methodology II – Written Technical Proposal

The two methodologies have several common steps. The steps for each methodology are indicated below.

<u>Step</u>	<u>Methodology I Oral Presentation of Technical Proposal</u>	<u>Methodology II Written Technical Proposal</u>
The Government will mail or otherwise provide to each Contractor a TOR, which will be used to specify the work to be accomplished by the Contractor to satisfy a particular task requirement. As a minimum, each TOR will include: (1) A description of the work to be performed; (2) The desired delivery schedule and/or required completion date(s), as applicable; (3) Additional acceptance criteria, if any; (4) Reporting requirements and list of deliverables; (5) The date and time by which the response is due; (6) Travel and supply requirements, if any; (7) Desired type of pricing, i.e., FFP/CPFF; (8) Instructions, conditions, and notices to offerors; and (9) Evaluation factors (After initial orders are performed, past performance under this Contract will always be an evaluation factor)	X	X
The Contractor shall, within the timeframe specified in each TOR, provide the CO with a statement indicating intent to propose or reasons for not proposing for the specific requirement.	X	X
The Contractor shall, within the timeframe specified in each TOR, provide the CO with any questions regarding the requirement.	X	X
The CO shall, within the timeframe specified in each TOR, provide all participating Contractors with questions asked and answered regarding the requirements.	X	X
<b>Step</b>	<b>Methodology I Oral Presentation of Technical Proposal</b>	<b>Methodology II Written Technical Proposal</b>
In lieu of a written technical proposal, the Contractor shall demonstrate their technical proposal through an oral presentation. In the timeframe specified in each TOR, each participating Contractor will be afforded the	X	

opportunity to make an oral presentation, not to exceed two (2) hours, of capabilities to perform the requirement. To maintain fairness without an adverse impact on the award schedule, presentation times shall be randomly provided to the participating Contractors by the CO at the same time previous step is completed. After the oral presentation, the Government reserves one hour to discuss clarifications regarding the presentation.		
The Contractor shall, within the timeframe specified in each TOR, provide the CO with a written proposal.		X
The Government anticipates award based upon initial offers. Should all initial proposals contain deficiencies, which would preclude award based upon initial offers, the CO will enter into oral and/or written discussions to resolve deficiencies. In the, hopefully, rare event that discussions are necessary, each Offeror will be notified and provided an opportunity to submit a Best and Final Offer (BAFO). Upon receipt of a BAFO, the CO will complete evaluation and award the TO.	X	X

**G.4 ROLE OF THE CONTRACTING OFFICER**

The Procuring Contracting Officer (PCO) is the only individual authorized to issue contract revisions, change terms and conditions, terminate the contract, exercise option renewals, and make Delegation of Procurement Authority under this contract.

Contracting officers within the General Services Administration (GSA) have the authority to issue, modify, and terminate task orders up to his or her warrant authority under this contract.

Pursuant to the authority of the Information Technology Management Reform Act (ITMRA) of 1996, Pub. L. 104-106, Section 5702 and the OMB Designation Letter, issued to GSA pursuant to ITMRA Section 5112 (e); the PCO may issue written Delegation of Procurement Authority, on a case-by-case basis, to contracting officers in client agencies to award, administer, and terminate task orders under this contract. The client agency official that operates under this GSA delegation is the Task Order Contracting Officer. Client agencies include all agencies, departments, boards, bureaus, commissions, and independent establishments, including wholly owned and quasi-Government corporations in the Legislative, Judicial, and Executive Branches of the Federal Government.

**G.5 ROLE OF THE ORDERING CONTRACTING OFFICER (OCO)**

As described in Section G.3.1, only an authorized user, who is a delegated OCO, may place and administer an Order under the Basic Contract. Upon request, the OCO for any specific Order may provide a copy of the applicable Delegation of Procurement Authority.

The OCO for each Order is the sole and exclusive government official with actual authority to take actions which may bind the Government for that Order. Contractors shall ensure that an OCO has the required delegation by requesting a copy of the OCO delegation from the PCO prior to award of an Order if the Contractor does not have a copy of the OCO delegation.

**G.6 CONTRACTING OFFICER’S REPRESENTATIVE**

- a. The TO Contracting Officer may appoint a Contracting Officer's Representative (COR) for individual task orders for administrative and/or technical purposes. This designation shall be in writing and will specify the COR’s responsibilities. The COR shall not, under any circumstances, provide supervision of contractor employees or contractually bind the Government.

- b. The COR is not authorized to change any of the terms and conditions of the Contract or the TO. Changes in the task order scope of work will be made only by the Task Order CO by properly executed modifications to the TO. Responsibilities of the COR may include:
- (1) Monitoring the Contractor's performance to ensure compliance with technical requirements of the Contract/TO.
  - (2) Review and approval of progress reports, technical reports, etc., which require Government approval.
  - (3) Verifying and certifying that the items have been inspected and meet the requirements of the Contract/TO.
  - (4) Immediately notifying the CO if performance is not proceeding satisfactorily.
  - (5) Ensuring that changes in work under the Contract/TO are not initiated before written authorization or a modification is issued by the CO.
  - (6) Providing the CO a written request and justification for changes.
  - (7) Furnishing interpretations relative to the meaning of technical specifications and technical advice relative to CO approvals.
  - (8) Inspecting and accepting service, including visiting the Contractor's facilities to check performance as authorized by Contract/TO inspection clause on a non-interference basis. This may include, but is not limited to, evaluation of the following:
    - (i) Actual performance versus schedule and reported performance.
    - (ii) Changes in technical performance which may affect financial status, personnel or labor difficulties, overextension of resources, etc.
    - (iii) Verify that the number and level of the employees charged to the Contract/TO are actually performing work under the Contract/TO.
  - (9) At the completion of the Contract/TO, advising the CO concerning the following:
    - (i) All articles and services required to be furnished and/or performed under the Contract/TO have been technically accepted.
    - (ii) Contractor compliance with patent rights and royalties clauses of the Contract/TO.
    - (iii) Recommend disposition of any Government-furnished property in possession of the Contractor.
    - (iv) Verify proper consumption and use of Government-furnished property by the Contractor.
    - (v) Prepare a performance report detailing compliance with requirements, quality assurance, timely completion, and any problems associated with the Contract/TO.
- c. The Contractor is advised that only the CO, acting within the scope of this Contract and the CO's authority, has the authority to make changes, which affect Contract prices, quality, quantities, or delivery terms.
- d. The COR will furnish technical advice to the Contractor to provide specific details, milestones to be met within the terms of the Contract, and any other advice of a technical nature necessary to perform the work specified in the Contract. The COR shall not issue any instructions which would constitute a contractual change.

## **G.7 CONTRACT ADMINISTRATION**

Contract Administration for this contract will be performed by:

Procuring Contracting Officer  
U.S. General Services Administration  
Federal Acquisition Service, Region 9  
Enterprise GWAC Center - West  
9988 Hibert Street, Suite 310  
San Diego, California 92131

The GWAC Center PCO is the only person authorized to make changes to this contract.

## **G.8 SMALL BUSINESS SUBCONTRACTING REPORTING**

Pursuant to OFPP Memo, November 3, 2005, the electronic Small Business Reporting System (eSRS) is replacing the SF-294 and SF-295s.

Per FAR 52.219-9(d)(10), Contractors submitting small business subcontracting plans are required to:

- (a) Cooperate in any studies or surveys as may be required;
- (b) Submit periodic reports which show compliance with the subcontracting plan;
- (c) Submit Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR); and
- (d) Ensure that subcontractors agree to submit the ISR and SSR. The ISR and SSR shall be submitted electronically via the Electronic Subcontract Reporting System (eSRS) at [www.esrs.gov](http://www.esrs.gov) and must be received within 30 days after the close of each calendar period as follows:

Calendar Period	Report Title	Date Due
10/01-03/31	ISR	04/30
04/01-09/30	ISR	10/30
10/01-09/30	SSR	10/30

- (e) Ensure that subcontractors agree to submit the ISR and SSR; and
- (f) Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report.

## **G.8.1 OTHER SMALL BUSINESS SUBCONTRACTING REPORTING**

Contractor shall submit to the PCO on a monthly basis small business subcontracted dollars by the fifth workday following the close of each calendar month. At a minimum the following information is needed Company Name, Contract Number, Reporting Month, and Subcontract Dollars invoiced. (See Section H.19 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN.)

## **G.9 GSA OMBUDSMAN**

The Administrative Contracting Officer's selection decision on each task order request shall be final and shall not be subject to protest and disputes provisions of the contract except for a protest that the task order increases scope, period, or maximum value of the contract. Disputes related to other matters effecting the task order award may be directed to the Ombudsman designated for this Contract. The Ombudsman will be responsible for those duties described at FAR 16.505(b)(6). The Ombudsman for GSA is:

Suzanne M. Neurauter  
Office of the Chief Acquisition Officer  
U.S. General Services Administration  
1800 F Street, NW  
Washington, DC 20405

## **G.10 CONTRACT ACCESS FEE**

GSA operating costs associated with the management and administration of this contract are recovered through a Contract Access Fee (CAF).

Each task order shall have a separate Contract Line Item Number (CLIN) to cover this Contract Access Fee. This Contract Access Fee shall be obligated on the task order award document.

The Contract Access Fee is as follows:

### **GSA-issued Task Orders:**

CAF fee shall be **.75%** of the total task order award with a cap of \$25,000.00 per task order. The CAF is Also applicable to each cost modification made to a task order up to the \$25,000.00 cap.

### **Client-Agency "Direct Order-Direct Bill" Task Orders:**

CAF fee shall be **.75%** of the total task order award.

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

All CAF payments must be remitted via Electronic Funds Transfer (“EFT”).

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

#### **G.11 CONTRACTOR ADMINISTRATIVE REPORTING**

The following defines the administrative reporting requirements under the Basic Contract. The specific system for reporting requirements electronically will be through the GWAC Management Module which can be accessed at: <http://itss.gsa.gov>. The types of reporting data required are as follows:

- a. Order Award/Modification Data – The contractor shall report all non IT Solution Shop (ITSS) Orders and modifications within 30 calendar days of order acceptance/award. Award/Modification data includes, but is not limited to:
  - (1) Contractor Name
  - (2) Basic Contract Number
  - (3) Order Number
  - (4) Award/Modification Date
  - (5) Award/Modification Obligated Amount
  - (6) Period of Performance
  - (7) Order Type(s)
  - (8) Issuing OCO
  - (9) Use of non-standard/specialized labor categories

The data from orders and modifications issued through ITSS should automatically migrate into the GWAC Management Module.

- b. Purchase Data – The contractor shall report the total invoiced amount for each invoice within 60 calendar days from the date the invoice is accepted for payment. The total invoiced amount includes the CAF.
- c. CAF Payment Data – The contractor shall report CAF payment data within 14 calendar days following each monetary transfer. CAF payment data includes, but is not limited to:
  - (1) Total Remitted Amount
  - (2) Remit Date
  - (3) Trace Number
  - (4) Amount applied to each Task Order Number (for the reported payment)

The Contractor shall convert all currency to U.S. dollars using the “Treasury Reporting Rates of Exchange,” issued by the U.S. Department of Treasury, Financial Management Service.

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 INDEFINITE QUANTITY**

This Millennia GWAC is an Indefinite Delivery Indefinite Quantity (IDIQ) contract subject to limitations established for the Millennia GWAC Program. The Millennia GWAC Program ceiling is \$25 Billion (\$25,000,000,000.00) over ten years. Therefore, the total value of all task orders placed under the Program shall not exceed \$25 Billion.

The guaranteed minimum for each Millennia contract in the Program is \$100,000.00. At the time of award, the maximum value of each contract is \$25 Billion (\$25,000,000,000.00.). However, since the combined value of all task orders in the Program cannot exceed the \$25 Billion ceiling; the maximum value of each contract is reduced as task orders are issued within the Program. The potential value of each Millennia contract is decreased by an amount equal to the value of the task orders awarded within the Program.

### **H.2 CONTRACTOR RESPONSIBILITY**

#### **H.2.1 CONTRACTOR PROVISION OF EQUIPMENT AND SUPPLIES**

Unless otherwise specified in an individual TO, the Contractor shall provide all office equipment (including computers/workstations used in daily operation in support of this Contract) and consumable supplies required in the daily operation or performance of, or in support of this Contract. Refer to Section H.4 concerning reimbursable items.

#### **H.2.2 CONTRACTOR PROVISION OF PERSONNEL SUPPORT**

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of this Contract and all task orders there under.

#### **H.2.3 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (DELETED)**

#### **H.2.4 GOVERNMENT LIABILITY**

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority.

#### **H.2.5 TRANSITION**

A smooth and orderly transition between the Contractor and a predecessor or successor Contractor is necessary to ensure minimum disruption to vital Government business. The Contractor shall cooperate fully in the transition.

#### **H.2.6 PUBLICITY**

Publicity releases in connection with this contract shall not be made by the contractor unless prior written approval from the client agency, Task Order Contracting Officer, and GWAC Center Pacific Rim Region.

The contractor shall work with GSA staff to publicize the Millennia Contract. The contractor shall be responsible for educating client agencies regarding the availability and appropriateness of this GWAC contract vehicle for a wide range of customer needs.

#### **H.2.7 STANDARDS OF CONDUCT AND RESTRICTIONS**

The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not:

- a. Discuss with unauthorized persons any information obtained in the performance of work under this Contract;



- b. Conduct business, other than that which is covered by this Contract, during periods paid by the Government;
- c. Conduct business not directly related to this Contract on Government premises;
- d. Use computer systems and/or other Government facilities for company or personal business; or
- e. Recruit on Government premises or otherwise act to disrupt official Government business.

### **H.3 GOVERNMENT-FURNISHED ITEMS**

Government-furnished items will be identified in individual TOs, as appropriate. All of the following paragraphs in Section H.3 apply, unless otherwise specified in a specific TO.

#### **H.3.1 CONTRACT AND PROJECT ORIENTATION**

The Government will provide a Contract Orientation for Contractor contract administration personnel and company officers. The orientation will be given at the Federal Technology Service's (FTS) Office of Information Technology Integration (OITI) offices in Falls Church, VA within seven (7) calendar days after original contract award.

A Project Orientation may be given upon issuance of individual TOs and will be specified within that TO. Coordination regarding the time and date will be performed by the Contracting Officer's Representative (COR). The Contractor shall attend with a minimum of those key personnel proposed, unless otherwise specified within the TO.

#### **H.3.2 DOCUMENTATION/INFORMATION**

Documentation and information supplied by the Request for Proposal (RFP) was listed and included in Section J - List of Attachments. Section J listed the Internet website addresses (URLs) when appropriate, but was not the responsibility of the Government to provide Internet access to the Offerors. Documentation and information, other than that included in Section J, was not available as part of the RFP. There was no solicitation library.

#### **H.3.3 TRANSPORTATION OF GOVERNMENT-FURNISHED ITEMS**

The Contractor shall be responsible for transporting all Government-Furnished Items (GFI) between the Government site and the Contractor's place of performance. Pickup and delivery of all materials shall be in accordance with the schedule defined for each specific requirement.

#### **H.3.4 VALIDATION OF GOVERNMENT-FURNISHED ITEMS**

The following procedures apply to the validation of GFI:

- a. Within three (3) workdays of receipt of any GFI, the Contractor shall validate the accuracy of the materials and notify the Government of any discrepancies.
- b. Validation shall consist of the Contractor checking for physical and logical completeness and accuracy. Physical completeness and accuracy shall be determined when all materials defined as Government-furnished minimums are provided. Logical completeness and accuracy shall be determined when all materials defined as minimums and associated with a program, system, or work package are provided.
- c. GFI errors or discrepancies shall be consolidated and the Government notified using the Problem Notification Report. See Section J, Attachment 3 for the format of this report.
- d. The Contractor shall proceed with the requirements on the remaining materials pending Government resolution. The Government will respond with a resolution of the errors not later than five (5) workdays after receipt of the written report.
- e. Errors found after the three (3) workday period shall be reported to the Government, using the Problem Notification Report, as soon as possible after identification of such errors or discrepancies. Action to be taken by the Government on these identified problems will be determined by the CO.

### **H.3.5 HANDLING OF GOVERNMENT-FURNISHED ITEMS**

The Contractor shall protect from unauthorized disclosure any materials or information made available by the Government, or that the Contractor has access to by virtue of the provisions of this Contract, that are not intended for public disclosure.

The materials and information made available to the Contractor by the Government, or that the Contractor comes into contact with in completing this Contract, are the exclusive property of the Government. Upon completion or termination of this Contract, the Contractor shall turn all materials (copies included) that were provided to the Contractor by the Government. Any other information developed by the Contractor in the performance of this Contract shall be delivered in accordance with FAR 52.227-14.

## **H.4 REIMBURSABLE ITEMS**

### **H.4.1 TRAVEL**

Anticipated travel requirements will be identified at the time a Task Order Request (TOR) is issued. Travel requirements may also be identified during the course of a TO. Travel requirements may be identified by the Government or by the Contractor. If the Contractor identifies a requirement for travel within the scope of a TO, the Contractor shall submit to the Government a request for approval for such travel.

Written approval of all travel requirements, additional to those in the task order, shall be obtained by the contractor in advance of incurring associated costs. Approval may be granted by the task order CO or COR, if within the scope of his or her designated authority.

#### **H.4.1.1 PRIOR APPROVAL**

Before undertaking any travel (other than local travel as defined in Section H.4.1.4 – Local Travel) to any Government site or any other site in performance of this Contract, the Contractor shall have this travel approved by and coordinated with the task order CO or COR, if within the scope of his or her designated authority.

The Contractor shall notify the Government COR prior to any anticipated travel. Notification shall include, at a minimum, the names and titles of the travelers, the number of persons in the party, destination, duration of stay, purpose, and estimated cost.

#### **H.4.1.2 TRAVEL LIMITATIONS**

The Contractor may be required to travel worldwide as specified in each TO.

#### **H.4.1.3 METHOD OF REIMBURSEMENT**

Individual TORs will include guidance as to whether travel expenses are to be included in a proposed fixed price or whether travel expenses will be reimbursed in a specified not to exceed amount at Government established per diem rates. The number of trips, destinations, length of stay, and cost required for completion of travel will be negotiated for each TO, or at the time of Government-approved or Government-identified requirements, in accordance with the Federal Travel Regulations (FTR) in effect at the time of travel for both per diem and travel expenses. All travel required by the Government or approved by the Government will be reimbursed as part of the TO. Reimbursable travel costs shall be reimbursed for direct cost in accordance with the FTR plus an appropriate indirect handling rate.

#### **H.4.1.4 LOCAL TRAVEL**

Local travel will be reimbursed as an Other Direct Cost (ODC). Local travel is defined here to mean any and all travel within a fifty (50) mile radius of Washington, DC or within a fifty (50) mile radius of the Contractor's facility when the client site is outside the Washington, DC area (excluding normal commuting travel).

### **H.4.2 TOOLS**

Millennia is considered to be a "solutions based contract". This term refers to contracts that encompass everything from the analysis of hardware/software/tools implementation to ongoing operational support of an Information Technology (IT) solution.

The Government may require the Contractor to purchase hardware, software, and related supplies critical and related to the services being acquired under the TO. Such requirements will be identified at the time a TOR is issued or may be identified during the course of a TO, by the Government or the Contractor. If the Contractor initiates the purchase of tools within the scope of a TO tasking, the Contractor shall submit to the Government COR a request to initiate purchase of such tools. The request shall include the purpose, specific items, estimated cost, cost comparison, and rationale.

The Enterprise GWAC Center Procuring Contracting Officer reserves the right to review individual TOs to determine if the provisions of this clause are being applied appropriately.

#### **H.4.3 OTHER DIRECT COSTS**

The Government may require the Contractor to incur ODCs. Such requirements will be identified at the time a TOR is issued or may be identified during the course of a TO, by the Government or the Contractor. Reimbursement will be made in accordance with Section B of each TO.

#### **H.5 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) 541512**

Effective October 1, 2000, Small Business size standards for all Federal Government Programs are those that the Small Business Administration (SBA) has established for industries as described in the NAICS. Size standard for industries described in Standard Industrial Classification (SIC) have been replaced by the NAICS and no longer apply. For the purpose of this contract, the NAICS Code 541512 Systems Integration Design Services with the following size standard must not exceed \$21,000,000.00.

#### **H.6 CONTRACTOR CONDUCT**

##### **H.6.1 GSA-ISSUED TASK ORDERS**

Under GSA-Issued Task Orders, GSA will coordinate travel, meetings schedules, correspondence, and provide technical direction and resolve customer problems.

##### **H.6.2 CLIENT AGENCY-ISSUED TASK ORDERS**

Under delegated authority Client Agency-Issued Task Orders, the Client Agency will coordinate travel, meetings schedules, correspondence, and provide technical direction and resolve customer problems.

#### **H.7 FACILITY ACCESS**

When applicable, the Contractor shall arrange with the COR procedures for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators, and similar matters. Any requests received by the Contractor to change the sequence or scope of this access shall be referred to the COR.

##### **H.7.1 RIGHTS OF INGRESS AND EGRESS**

During the life of this Contract, the rights of ingress to, and egress from, Government facilities for the Contractor's personnel shall be made available as required. 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. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the Government facilities.

##### **H.7.2 BUILDING ACCESS PASSES**

Certain Government agencies may have security requirements, which necessitate the use of building access passes. When this is the case, the Contractor will be apprised in the TO.

#### **H.8 SECURITY REQUIREMENTS**

The Government may require security clearances, perhaps higher than Top Secret (Top Secret specialized compartmentalized information), for performance of any TO under this Contract. If satisfactory security arrangements cannot be made with the Contractor, the required services shall be obtained from other sources.

The level of classified access required shall be indicated on Department of Defense (DD) Form 254, Contract Security Classification Specification or other appropriate form incorporated into each TOR requiring access to classified information. Contractors are required to have background investigations for suitability if they occupy positions of trust (e.g. systems administrator) even if they do not have access to classified information.

Collection of Homeland Security Presidential Directive-12 (HSPD-12) information will be handled at the task order level.

## **H.9 PERSONNEL**

### **H.9.1 PERSONNEL QUALIFICATIONS**

Attachment 1 in Section J – List of Attachments contains the contract labor category descriptions. The contract labor category descriptions provide the minimum qualifications for the selected labor categories listed in Section B.

The attached contract labor category descriptions depict the types of personnel that shall typically be provided by the Contractor in support of TOs. Individual TOs may require more years or specific types of experience or industry certifications needed for a specific project. Individual TOs may require additional specialized labor categories that cannot be determined at this time. Such additional specialized or specific experience will be limited to specific TO requirements and will apply to that TO only.

### **H.9.2 KEY PERSONNEL**

The Corporate Officer, or an individual designated who is capable of committing the company, shall be considered key personnel for the Contract. The Corporate Officer shall be the overall manager of the Contract and single point-of-contact for the Enterprise GWAC Center for resolution of contract-related (as opposed to specific TO-related) issues. The Corporate Officer shall also be a recourse when TO-related issues are not resolved to the Government's satisfaction at the TO level.

In responding to a TOR, the Contractor may propose more than one individual in fulfilling key personnel positions being solicited under that TOR. Upon award of a TO, the Contractor shall furnish one of the individuals proposed for each key personnel position to perform under the TO. Key personnel assigned to the Contract must be assigned for a period of six (6) months (or shorter period if so stated in a TO) barring circumstances outside the control of the Contractor, e.g., resignation, death, disability, etc.

On-site requirements for key personnel will be stated in individual TORs when required. (This would be applicable to each individual TOR.) Determination of key status for staff proposed by the Contractor, unless specified otherwise in the TOR, will be based on the critical importance and the level of involvement of that person to the project. Proper assignment of key status will impact evaluation of proposals submitted in response to TORs.

### **H.9.3 UTILIZATION OF CONTRACTOR'S PROPOSED PERSONNEL**

In order to ensure a smooth and orderly start up of a TO, it is essential that the Project Manager and other key personnel specified in the Contractor's proposal for that TO be available on the effective date of the TO. If these personnel are not made available at that time, the Contractor shall provide justification.

### **H.9.4 CONTRACTOR SUBSTITUTION OF PERSONNEL**

The Contractor shall not remove or replace any personnel designated as key personnel, for either this Contract or any issued TOs, without the written concurrence of the CO. Prior to utilizing other than personnel specified in proposals in response to a TOR, the Contractor shall notify the Government CO and the COR of the existing TO. This notification shall be no later than ten (10) calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute personnel qualifications shall be equal to, or greater than, those of the personnel being substituted. If the Government CO and the COR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the Contractor may be subject to default action as prescribed by FAR 52.249-6 Termination (Cost Reimbursement) or FAR 52.249-8, Default (Fixed-Price Supply and Service). If deemed necessary by the Government, Contractor personnel at no

additional cost shall give substitute personnel a one (1) day orientation to the Government and with no change in the delivery schedule.

#### **H.9.5 UNSATISFACTORY PERFORMANCE BY CONTRACTOR PERSONNEL**

In the event that the performance of assigned Contractor personnel or any substitute(s) is determined by the Government to be unsatisfactory at any time during the life of the Contract, or any TO issued hereunder, the Government reserves the right to request and receive satisfactory personnel replacement within ten (10) calendar days of receipt by the Contractor of written notification. Notification will include the reason for requesting replacement personnel. Replacement personnel must have the same minimum qualifications as specified in Attachment 1 – Contract Labor Category Descriptions, additional specialized or specific experience in the TO requirements, and meet any applicable security requirements.

#### **H.9.6 EMPLOYEE RECRUITING AND RETENTION OF CONTRACTOR PERSONNEL**

The Contractor is herewith notified that employee recruiting and employee retention practices shall be monitored on a TO basis. Situations such as “employee raiding” from other continuing Millennia TOs as well as the degree of employee turnover shall be considered in evaluation of Contractor performance.

#### **H.9.7 SUPERVISION OF CONTRACTOR PERSONNEL**

The Contractor-supplied personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed herein and in TOs issued hereunder. The Contractor shall select, supervise, and exercise control and direction over its employees under this Contract. The Contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor. The Government shall not exercise any supervision or control over the Contractor in the performance of contractual services under this Contract. The Contractor is accountable to the Government for the actions of its personnel.

#### **H.9.8 SPECIALIZED DISCIPLINES**

Specialized discipline requirements will be specified in individual TORs and, subsequently, individual TOs at time of issuance.

#### **H.10 CONTRACTOR STAFF TRAINING**

The Contractor shall provide fully trained and experienced technical and lead personnel required for performance. Training of Contractor personnel shall be performed by the Contractor at the Contractor's own expense, except:

- a) When the Government has given prior approval for training to meet special requirements that are peculiar to a particular TO.
- b) Limited training of Contractor employee(s) may be authorized when the Government changes the hardware and/or software during performance of an on-going task and it is determined to be in the best interest of the Government.

The Government will not authorize training for Contractor employees to attend seminars, Symposia, or User Group Conferences, unless certified by the Contractor and the GSA client agency/organization that attendance is mandatory for the performance of a TO's requirements. When training is authorized by the COR in writing under the conditions set forth above, the Government will reimburse the Contractor for tuition, travel, and per diem, if required.

Training at Government expense will not be authorized for replacement personnel nor for the purpose of keeping Contractor personnel abreast of advances in the state-of-the-art or for training Contractor employees on equipment, computer languages, and computer operating systems that are available on the commercial market.

#### **H.11 CERTIFICATION OF TECHNICAL DATA**

##### **H.11.1 APPLICABILITY**

This clause shall apply to all data delivered, or required to be delivered, at any time during the life of the Contract. "Data" under this clause includes manuals, reports, etc. required to be submitted by the Contractor.

### **H.11.2 CONTRACTOR RESPONSIBILITY**

The Contractor shall submit the following certification with all data submitted under this Contract.

#### **"TECHNICAL DATA CERTIFICATION"**

"The Contractor, \_\_\_\_\_, hereby certifies that to the best of its knowledge and belief the technical data delivered herewith under Government Contract No. \_\_\_\_\_, Task Order No. \_\_\_\_\_, are complete, accurate, and comply with the requirements of the Contract and the associated Task Order, when applicable, concerning such technical data."

### **H.11.3 GOVERNMENT OPTIONS**

The Government may, in consideration of this certification, require correction of any deficiencies in delivered data at any time during the life of the Contract. The Government CO may determine the time in which the Contractor must deliver corrected data; however, such time period will never be less than two (2) weeks. Unauthorized markings on data shall not be considered a deficiency for the purpose of this clause, but will be treated in accordance with FAR 52.227-14 (Rights in Data – General Alternates II and III) referenced in Section I.

### **H.12 ORGANIZATIONAL CONFLICT OF INTEREST**

GSA frequently helps clients prepare for and conduct IT resource acquisitions. If the Contractor provides support to GSA in this type of project under a specific TO, GSA may require that the Contractor sign an Organizational Conflict of Interest Statement in which the Contractor (and any Subcontractors or teaming partners) agree not to submit any proposal or provide any support to any firm which is submitting (as Prime or Subcontractor) any proposal for any solicitation resulting from the work in the TO. GSA will strive to identify this situation in the TOR. All potential conflict of interest situations shall be handled in accordance with FAR Subpart 9.5.

All Contractor personnel (to include Subcontractors and consultants) who will be personally and substantially involved in the performance of any TO issued under this Contract which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" Form (See Attachment J-7). This is required prior to the commencement of any work on such TO and whenever replacement personnel are proposed under an ongoing TO.

### **H.13 REQUIRED INSURANCE**

- a. The Contractor shall procure and maintain insurance during the entire period of its performance under this Contract, in accordance with FAR 52.228-5, entitled "Insurance - Work on a Government Installation". The following minimum insurance is required.
  - (1) Worker's Compensation and Employers' Liability Insurance as required by applicable Federal and State worker's compensation and occupational disease statutes.
  - (2) Automobile Liability Insurance: Limits: \$200,000 per person for bodily injury, \$500,000 per occurrence for bodily injury, \$40,000 per occurrence for property damage.
  - (3) Comprehensive General Liability: \$500,000 per occurrence.
- b. Prior to commencement of work hereunder, the Contractor shall furnish to the CO a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government shall not be effective until thirty (30) days after written notice has been given and approved by the CO.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written

notice of cancellation or change, as required by the CO. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the CO's prior approval.

A certificate of each policy of insurance shall be furnished to the CO within ten (10) days after notice of award certifying, among other things, the aforementioned endorsement. The insurance company providing the above insurance shall be satisfactory to the Government. Notice of policy changes shall be furnished to the CO. The substance of this clause shall be made to flow down to any Subcontractors.

#### **H.14 INTERRELATIONSHIPS OF CONTRACTORS**

The Government has entered into contractual relationships in order to provide technical support for GSA in the conduct of appropriate studies, analyses, and engineering activities separate from the work to be performed under this contract, yet having links and interfaces to them. Further, the Government may extend these existing relationships or enter into new relationships. The Contractor may be required to coordinate with such other contractor(s) through the COR in providing suitable, non-conflicting technical interfaces and in avoidance of duplication of effort. By suitable tasking, such other contractor(s) may be requested to assist GSA in the technical review of the Contractor's technical effort. Information on reports provided under this contract may, at the discretion of GSA, be provided to such other contractor's for the purpose of such review.

#### **H.15 SECTION K, REPRESENTATIONS, AND CERTIFICATIONS**

The representations and certifications in Section K, as executed and incorporated by reference into the basic Contract, remain in effect for each TO unless the Contractor initiates an update for the specific TO.

#### **H.16 SERVICE IMPROVEMENTS**

- a. After Contract or TO award, the Government may solicit, and the Contractor is encouraged to propose independently, improvements to the services, features, or other requirements of the Contract. These improvements may be proposed to save money, to improve performance, or for any other purpose which presents a service advantage to the Government. As part of the proposed changes, the Contractor shall submit a price proposal to the CO for evaluation. Those proposed service improvements that are acceptable to the Government will be processed as modifications to the Contract or TO.
- b. As a minimum, the following information shall be submitted by the Contractor with each proposal:
  1. A description of the difference between the existing Contract or TO requirement and the proposed change, and the comparative advantages and disadvantages of each;
  2. Itemized requirements of the Contract or TO which must be changed if the proposal is adopted, and the proposed revision to the Contract or TO for each such change;
  3. An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
  4. An evaluation of the effects that the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation, and conversion (including Government-premise equipment);
  5. A statement of the time by which the Contract or TO modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this Contract including supporting rationale; and
  6. Any effect on the Contract or TO completion time or delivery schedule shall be identified.
- c. The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the CO as to the acceptance of any such proposal under this Contract is final and not subject to the "Disputes" clause of this Contract.

- d. The CO may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to the Contract or TO. Unless and until a modification is executed to incorporate a proposal under the Contract or TO, the Contractor shall remain obligated to perform in accordance with the requirements, terms, and conditions of the existing Contract or TO.
- e. If a proposal submitted pursuant to this clause is accepted and applied to this Contract or TO issued hereunder, the equitable adjustment increasing or decreasing the Contract or TO price shall be in accordance with the procedures of the "Changes" clause. The resulting Contract modification will state that it is made pursuant to this clause.

**H.17 TASK ORDER CLOSE-OUT**

It is the intention of GSA to perform close-out procedures on an individual TO basis. The Contractor agrees to perform those internal functions necessary to support this process in a timely manner. TO close-out will occur as soon as possible after required audit and establishment of final indirect rates, as applicable.

**H.18 MINIMUM TARGET SUBCONTRACTING GOALS**

The Contractor is advised that the Government has established minimum target subcontracting goals for the participation of small, small disadvantaged and women-owned small businesses under this contract. The Contractor is required to make a "Good Faith Effort" to successfully obtain the minimum target subcontracting goals. These goals shall be a part of the overall goals the Contractor establishes for the participation of small, small disadvantaged and women-owned small businesses as subcontractors.

Accordingly, these minimum target subcontracting goals are:

Small Business Concerns (including small disadvantaged and women-owned small businesses):	35%
Small Disadvantaged Businesses:	10%
Women-Owned Small Businesses:	5%

The Contractor will be allowed to propose new subcontractors in response to the specific requirements of Task Order Requests and therefore, will be allowed to add subcontractors over the life of the contracts.

**H.19 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN**

The Contractor is hereby advised that its subcontracting plan, in support of the Millennium Contract, dated **(date)** and accepted **(date)** is incorporated and made a material part of this Contract. The Contractor shall submit the required SF 294 and SF95 as required by the Plan.

If directed by the Contracting Officer, the Contractor shall make available for Government review, pertinent information regarding the subcontractors performing under this contract. This information may include, but not be limited to, the following: the subcontractor's name and telephone number; the type of work being performed; the amount of the subcontract; the subcontract period; the size of the subcontractor and tier level of the subcontractor's participation.

The Contractor is further advised that the performance of its Subcontracting plan and the achievement of its proposed small business goals will be monitored and the Contractor's failure to make a good faith effort will be cause for the Contractor to pay Liquidated Damages in accordance with FAR 52.219-16 "Liquidated Damages – Subcontracting Plan."

**H.20 ADMINISTRATIVE IMPROVEMENTS**

It is the intention of GSA to constantly strive to work with the Contractor to introduce administrative improvements that would be advantageous to the Government and the Contractor. The Contractor agrees to negotiate, in good faith, with the Government to implement any suggested administrative improvements that are determined to be in the best interests of both parties. For example, currently, GSA is investigating the feasibility of improving payments through



a "prime pay" process. Conceptually, under the "prime pay" process, the Contractor would be authorized to access the Information Technology Fund to withdraw monthly invoice amounts. In return for the faster access to payments, the Contractor would provide the Government with a negotiated prompt payment discount, provided that such discount rate shall not be less than the Treasury Department Value of Funds Rate in effect on the date of invoice processing.

**H.21 OBSERVANCE OF LEGAL HOLIDAYS**

The Government observes the days listed as holidays:

- New Year’s Day
- Martin Luther King’s Birthday
- President’s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Christmas

In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any day designated by Executive Order
- Any other day designated by the President’s Proclamation

Notwithstanding holidays and Government closures, the Contractor shall perform in accordance with the terms established in the task order.

**H.22 PROVISIONS INCORPORATED BY REFERENCE AT TASK ORDER LEVEL**

Task orders may incorporate one or more of the FAR provisions listed below by reference or in full text, as applicable. If incorporated by reference, the provisions will have same force and effect as if they were incorporated in full text.

<b>FAR Provision</b>	<b>TITLE</b>	<b>DATE</b>
52.211-6	Brand Name or Equal	AUG 1999
52.211-14	Notice of Priority Rating for National Defense Use	SEPT 1990
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-20	Alternate I	OCT 1997
52.215-20	Alternate II	OCT 1997
52.215-20	Alternate III	OCT 1997
52.215-20	Alternate IV	OCT 1997
52.217-5	Evaluation of Options	JULY 1990
52.225-2	Buy America Act Certificate	JUNE 2003
52.225-4	Buy America Act – Free Trade Agreements – Israeli Trade Act Certificate	JUNE 2006
52.225-6	Trade Agreements Certificate	JAN 2005

## SECTION I – CONTRACT CLAUSES

### I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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 (CO) will make their full text available. Also, the full text of a clause may be found at <http://www.arnet.gov/far/>.

#### I.1.1 FEDERAL ACQUISITION REGULATION (FAR), INCORPORATED BY REFERENCE (48 CFR Chapter Clauses Incorporated by Reference)

CLAUSE	TITLE	DATE
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2003
52.203-15	Whistleblower Protections under the American Recovery Act of 2009	MAR 2009
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.204-11	American Recovery and Reinvestment Act of 2009	MAR 2009
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-2	Audit and Records - Negotiation	MAR 2009
52.215-2	Audit and Records – Negotiation Alternate I	MAR 2009
52.215-8	Order of Precedence - Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data –Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data – Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) other than Pensions	OCT 1997
52.216-7	Allowable Cost and Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-10	Incentive Fee	MAR 1997
52.216-16	Incentive Price Revision – Firm Target	OCT 1997
52.216-17	Incentive Price Revision – Successive Targets	OCT 1997
52.217-8	Option to Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	May 2004
52.219-9	Small Business Subcontracting Plan, Alternate II	JAN 2002
52.219-16	<b>Liquidated Damages – Subcontracting Plan</b>	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	JUN 2003
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification of Visa Denial	JUN 2003
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	DEC 2001
52.222-36	Affirmative Action for Workers With Disabilities	JUN 1998

52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-1	Buy America Act – Supplies	JUN 2003
52.225-3	Buy America Act – Free Trade Agreements – Israeli Trade Act	JUN 2006
52.225-5	Trade Agreements	JUN 2006
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing of Patent Applications – Classified Subject Matter	APR 1984
52.227-12	Patent Rights-Retention by the Contractor (Long Form)	JAN 1997
52.227-14	Rights In Data - General Alternate II & Alternate III	JUN 1987
52.227-15	Representation of Limited Rights Data and Restricted Computer Software	MAY 1999
52.227-16	Additional Data Requirements	JUN 1987
52.227-19	Commercial Computer Software – Restricted Rights	JUN 1987
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment-Major Systems.	JAN 1997
52.227-22	Major System – Minimum Rights	JUN 1987
52.228-5	Insurance - Work on a Government Installation	JAN 1997
52.228-7	Insurance – Liability to Third Persons	MAR 1996
52.229-3	Federal, State, and Local Taxes	APR 2003
52.229-6	Taxes – Foreign Fixed-Price Contracts	JUN 2003
52.229-8	Taxes – Foreign Cost-Reimbursement Contracts	MAR 1990
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices	APR 1998
52.230-4	Consistency in Cost Accounting Practices	AUG 1992
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
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	JUN 1996
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest after Award	AUG 1996
	Alternate I	JUN 1985
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
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes – Fixed Price, Alternate III	APR 1984
52.243-2	Changes - Cost Reimbursement	AUG 1987
	Alternate II	APR 1984
52.244-2	Subcontracts, Alternate II	AUG 1998
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2009
52.245-2	Government Property (Fixed-Price Contracts)	MAY 2004

52.245-5	Government Property (Cost-Reimbursement, Time and Material, or Labor Hour Contracts)	MAY 2004
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-20	Warranty of Services	MAY 2001
52.246-23	Limitation of Liability	FEB 1997
52.246-25	Limitation of Liability – Services	FEB 1997
52.248-01	Value Engineering	FEB 2000
52.249-2	Termination for Convenience of the Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

**I.1.2 GENERAL SERVICES ADMINISTRATION REGULATION (GSAR), INCORPORATED BY REFERENCE**

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
552.203-71	Restrictions of Advertising	SEP 1999
552.215-70	Examination of Records by GSA	FEB 1996
552.228-70	Workmen’s Compensation Laws	SEP 1999
552.243-70	Pricing of Adjustments	APR 1989

**I.1.3 52.204-9 – PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)**

The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

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

**I.2 52.215-19 – NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

The Contractor shall make the following notification in writing:

When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

The Contractor shall:

- Maintain current, accurate, and complete inventory records to assets and their costs;
- Provide the ACO or designated representative ready access to the records upon request;
- Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation of amortization, and remaining useful lives are identified accurately before and after each of the Contractor’s ownership changes; and
- Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this Contract that meet the applicability requirements of FAR 15.408(k).

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

- (a.) Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through contract expiration including options thereof.
- (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 orders and this Contract, the Contract shall control.
- (c.) If mailed, a delivery order or task orders 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.

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

- (a) Minimum order. When the Government requires supplies or services covered by this Contract in an amount of less than \$250,000.00, 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 \$200,000,000;
  - (2) Any order for a combination of items in excess of \$200,000,000;
  - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause of 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) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days 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.

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

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services 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 *five years from task order award or the end of the contract period, whichever is later*.

**I.6 52.217-09 – 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 of Contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the Contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten years, 6 months.

**I.7 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JULY 2004)**

- (a) *Definitions.* As used in this clause-  
  
"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.  
  
"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
  - (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
  - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.8 GSAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (deviations far 52.252-6 (SEP 1999))**

- (a) Deviations to FAR clauses.
  - (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (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.

#### **I.9 YEAR 2000 WARRANTY – COMMERCIAL SUPPLY ITEMS**

The Contractor warrants that each 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 listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the Contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this Contract, provided that 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 listed product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) calendar days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this Contract with respect to defects other than Year 2000 performance.

#### **I.10 YEAR 2000 WARRANTY – NON-COMMERCIAL SUPPLY ITEMS**

The Contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed 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 calculation, when used in accordance with the item documentation provided by the Contractor, provided that all listed or unlisted items (e.g. hardware, software, firmware) used in combination with such listed item properly exchange date data with it. If the Contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this Contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) calendar days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this Contract with respect to defects other than Year 2000 performance.

#### **I.11 AGENCY SPECIFIC-CLAUSES**

Provisions and clauses that supplement the FAR, which are prescribed and included in authorized agency acquisition regulations and issued within an agency to satisfy the specific needs of the agency as a whole may be added at the task order level so long as they are not inconsistent with the terms of this contract and do not exceed its scope.

Provisions and clauses that supplement the FAR are described as follows:

- (a) Prescribed and included in authorized agency acquisition regulations issued within an agency to satisfy the specific needs of the agency as a whole;
- (b) Prescribed and included in a regulation issued by a suborganization of an agency to satisfy the needs of that particular suborganization; or
- (c) Developed for use at a suborganizational level of an agency, not meant for repetitive use, but intended to meet the needs of an individual acquisition and, thus, impractical to include in either an agency or suborganization acquisition regulation.

Supplemental provisions or clauses published in agency acquisition regulations shall be in full text and the prescription for the use of each shall be included. Supplemental provisions or clauses published in agency acquisition regulations shall be numbered in the same manner in which FAR provisions and clauses are numbered except that—

- (a) If it is included in an agency acquisition regulation that is published in the *Federal Register* and is codified in Title 48, *Code of Federal Regulations* (48 CFR), the number shall be preceded by the chapter number within 48 CFR assigned by the CFR staff; and
- (b) The sequential number shall be "70" or a higher number.

Agency approved provisions and clauses prescribed in agency acquisition regulations, to be incorporated by reference, need not be incorporated in full text, provided the contracting officer includes in the solicitation and contract a statement that--

- (a) Identifies all provisions and clauses that require completion by the offeror or prospective contractor;
- (b) Specifies that the provisions and clauses must be completed by the offeror or prospective contractor and must be submitted with the quotation or offer; and
- (c) Identifies to the offeror or prospective contractor at least one electronic address where the full text may be accessed.

Any provision or clause that supplements the FAR whether it is incorporated by reference or in full text shall be clearly identified by number, title, date, and name of the regulation. When a supplemental provision or clause is used with an authorized deviation, insert "(DEVIATION)" after the name of the regulation.

A provision or clause of the type described above shall be identified by the title, date, and the name of the agency or suborganization within the agency that developed it.

Disputes that may arise will be settled in accordance with the Memorandum of Understanding between GSA and the client agency.



## **SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER AMENDMENTS**

<b>Attachment</b>	<b>Title</b>
1	Contract Labor Category Descriptions
2	Monthly Status Report
3	Problem Notification Report
4	Trip Report
5	In-Progress Review (IPR) Report Format
6	Evaluation of Contractor Past Performance Form and Evaluation of Contractor Past Performance Form Letter Example
7	Employee/Contractor Non-Disclosure Agreement
8	WEB Sites
9	Subcontracting Plan Outline

## Section J, Attachment 1

### CONTRACT LABOR CATEGORY DESCRIPTIONS

#### 1. EXPERIENCE DEFINITION

##### 1.1.1 GENERAL EXPERIENCE

General Experience refers to the minimum of years required in Information Technology (IT). This experience must have been obtained within the most recent 15 years.

##### 1.2 SPECIALIZED EXPERIENCE

Specialized Experience refers to the minimum number of years required related to the particular appropriate skills for a labor category. This experience is not in addition to, but may be part of the minimum experience required in General Experience. This specialized experience may require education in specific studies and/or formal accreditation in an IT related discipline (e.g. Certified Novell Engineer (CNE) or MicroSoft Certified Engineer (MSCE).)

##### 1.3 SUBSTITUTION OF EDUCATION FOR EXPERIENCE

An Associate's degree may be substituted for one year of general and specialized experience for those labor categories requiring a high school diploma. A Bachelor's degree may be substituted for two years of general and specialized experience for those labor categories requiring a high school diploma. A Master's degree may be substituted for three years of general and specialized experience for those labor categories requiring a high school diploma. Formal accreditation in an area closely related to the statement of work may be substituted for one year of general and specialized experience for those labor categories requiring a Bachelor's degree. A Master's degree may be substituted for two years of general and specialized experience for those labor categories requiring a Bachelor's degree.

##### 1.4 SUBSTITUTION OF EXPERIENCE FOR EDUCATION

The labor category description provides the minimal degree required to qualify for each labor category. Experience may be substituted for the minimal degree depending on the number of years and nature of the experience. Seven (7) years of general and specialized experience may be substituted for the next degree. However, no experience substitution is allowed for a High School Diploma, Associate's Degree or Formal Accreditation. The allowable substitutions are as follows:

High School Diploma plus 7 years = Bachelor's Degree  
High School Diploma plus 14 years = Master's Degree  
Bachelor's Degree plus 7 years = Master's Degree

#### 2. LABOR CATEGORY DESCRIPTION

##### 2.1 MASTER IT ANALYST

General Experience: Ten (10) years progressive Information Technology (IT) experience including at least six projects in technical areas included in Section C. At least one project must have occurred within the past three (3) years.

Specialized Experience: Eight (8) years in supervision of substantial IT projects. Five (5) years of this experience must have been in supervising large IT services contracts, including people of various job categories and skills and must have occurred in the last ten (10) years.

Functional Responsibility: Ensures problem resolution and customer satisfaction for individual delivery orders; provides supervisory, technical, and administrative direction for personnel performing on a TO.

Minimum Education: Master's Degree

## **2.2 SENIOR IT ANALYST**

General Experience: Nine (9) years of progressive Information Technology (IT) experience including at least five projects in technical areas included in Section C. At least one project must have occurred within the past (3) years.

Specialized Experience: Two (2) years in supervision of substantial IT projects. One (1) year of this experience must have been in supervising large IT service contracts, including people of various job categories and skills and must have occurred in the last five (5) years.

Functional Responsibility: Provides technical and administrative direction for tasks, including review of work products for correctness, compliance with industry accepted standards, FTS standards, and user standards specified in specific TOs.

Minimum Education: Bachelor's degree.

## **2.3 JOURNEYMAN IT ANALYST**

General Experience: Seven (7) years of progressive Information Technology (IT) experience including at least three projects in technical areas included in Section C. At least one project must have occurred within the past three (3) years.

Specialized Experience: One (1) year in management of substantial IT projects. One (1) year of this experience must have been in managing large IT service contracts, including people of various job categories and skills and must have occurred in the last five (5) years.

Functional Responsibility: Supports a senior analyst with both technical and administrative tasks related to the project with direct responsibility for assuring the correctness of a product.

Minimum Education: Bachelor's degree

## **2.4 APPRENTICE IT ANALYST**

General Experience: Five (5) years of progressive Information Technology (IT) experience including at least two projects in technical areas included in Section C. At least one project must have occurred within the past three (3) years.

Functional Responsibility: Works under general supervision, developing the requirements of a product from inception to conclusion. Develops required specifications for simple to moderately complex problems.

Minimum Education: Bachelor's degree

## **2.5 JUNIOR IT ANALYST**

General Experience: Three (3) years of progressive Information Technology (IT) experience including at least one project in technical areas included in Section C. At least one project must have occurred within the past three (3) years.

Functional Responsibility: Works under close supervision, developing the requirements of a product from inception to conclusion. Develops required specifications for simple to moderately complex problems.

Minimum Education: Bachelor's degree

## **2.6 ENTRY LEVEL IT TRAINEE**

General Experience: No Information Technology (IT) experience in technical areas included in Section C. Should have some academic knowledge related to the technical areas included in Section C.

Functional Responsibility: Works under close supervision, developing the requirements of a product from inception to conclusion. Develops required specifications for simple to moderately complex problems.

Minimum Education: Bachelor's degree

## **2.7 SENIOR SUBJECT MATTER EXPERT**

General Experience: Ten (10) years of progressive Information Technology (IT) experience including at least six projects in technical areas included in Section C. At least one project must have occurred within the past three (3) years.

Specialized Experience: Five (5) years of this experience must have been in performing large IT projects related to the individual's subject matter expertise and must have occurred in the last eight (8) years.

Functional Responsibility: Serves as a senior subject matter technical expert in areas relevant to the project. Produces/reviews substantive and/or complex technical documentation reflecting detailed knowledge of technical areas included in Section C. Documentation subjects shall include but not limited to systems design, system architecture, feasibility studies, and system specifications. Interfaces with Government management personnel. Reports in writing and orally to Contractor management and Government representatives, including the Government CO and COR.

Minimum Education: Bachelor's degree

## **2.8 SUBJECT MATTER EXPERT**

General Experience: Seven (7) years of progressive functional experience related to the technical areas included in Section C. Most recent functional project experience must have occurred within the past three (3) years.

Specialized Experience: Three (3) years of this functional experience must have included management responsibility for large projects related to the individual's subject matter expertise and must have occurred in the last five (5) years.

Functional Responsibility: Serves as a subject matter technical expert in areas relevant to the project. Provide guidance to the technical staff on the functional procedures/processes/policies reflecting detailed knowledge of functional areas included in Section C. Interfaces with Government management personnel and functional proponents. Reports in writing and orally to Contractor management and Government representatives, including the Government CO and COR.

Minimum Education: Bachelor's degree

## **2.9 SENIOR TECHNICIAN**

General Experience: Seven (7) years of progressive Information Technology (IT) experience including at least five projects in technical areas included in Section C. At least one project must have occurred within the past three (3) years.

Functional Responsibility: Is responsible for directing technical work on projects. Performs a variety of analyses and prepares appropriate documentation. Prepares and makes briefings and presentations. Leads team in on-site management of installations. Works independently and installs, operates, maintains, configures, troubleshoots, and repairs IT systems devices, circuits, cables, components, software, and end-user devices, components, software and connectivity. Assists in the development and management of project plans. This includes the review of task performance and work products for correctness, for adherence to design concepts and user requirements, and for progress in accordance with schedules. Coordinates with the Contractor's project manager, GSA COR, and Government user representatives to ensure accurate solutions and user satisfaction on technical matters.

Minimum Education: Associate's Degree or Formal Accreditation (e.g. CNE, MSCE)

## **2.10 JOURNEYMAN TECHNICIAN**

General Experience: Five (5) years of progressive Information Technology (IT) experience including at least three projects in technical areas included in Section C. At least one project must have occurred within the past three (3) years.

Functional Responsibility: Is responsible for direct technical work on projects. Performs a variety of analyses and prepares appropriate documentation. Prepares and makes briefings and presentations. Assists in on-site management of installations. Works independently and installs, operates, maintains, configures, troubleshoots, and repairs IT systems devices, circuits, cables, components, software, and end-user devices, components, software and connectivity. Assists in the development and management of project plans. This includes the review of task performance and work products for correctness, for adherence to design concepts and user requirements, and for progress in accordance with schedules. Coordinates with the Contractor's project manager, GSA COR, and Government user representatives to ensure accurate solutions and user satisfaction on technical matters.

Minimum Education: High School Diploma

## **2.11 TECHNICIAN**

General Experience: One (1) year of progressive Information Technology (IT) experience including at least two projects in technical areas included in Section C. At least one project must have occurred within the past three (3) years.

Functional Responsibility: Performs direct technical work on projects. Works under general supervision and installs, operates, maintains, configures, troubleshoots, and repairs IT systems devices, circuits, cables, components, software, and end-user devices, components, software and connectivity. Coordinates with the Contractor's project manager, GSA COR, and Government user representatives to ensure accurate solutions and user satisfaction on technical matters.

Minimum Education: High School Diploma

## **2.12 JUNIOR TECHNICIAN**

General Experience: Completed corporate or on-the-job training on the technical skills required to support technical areas included in Section C.

Functional Responsibility: Performs direct technical work on projects. Works under close supervision and installs, operates, maintains, configures, troubleshoots, and repairs communications systems devices, circuits, cables, components, software, and end-user devices, components, software and connectivity. Coordinates with the Contractor's project manager, GSA COR, and Government user representatives to ensure accurate solutions and user satisfaction on technical matters.

Minimum Education: High School Diploma

### **2.13 PROCUREMENT MANAGEMENT EXPERT**

General Experience: Seven (7) years of progressive federal procurement experience including procurement planning, procurement, and contract administration. Must demonstrate in-depth knowledge of federal procurement regulations, policies and procedures. Must have at least five (5) years of experience working with federal contracting officers.

Specialized Experience: At least two (2) years of experience with Information Technology specifications and source information related to procurements of IT equipment. Must demonstrate the most recent two (2) years of work experience with new models and types of contract types and have demonstrated knowledge and experience of the benefits and difficulties of using various types of contracts. Should have experience negotiating COTS technical support agreements for hardware, software and communications for Government clients.

Minimum Education: Bachelor's Degree

### **2.14 PROJECT CONTROL OFFICER**

General Experience: Seven (7) years progressive Information Technology (IT) experience including at least four projects in technical areas included in Section C. At least one project must have occurred within the past three (3) years.

Functional Responsibility: Maintains the project schedule and ensures that deliverables are completed in timely manner. Oversees project cost control and cost projections. Supports the project manager in use of the project management tools used for activity assignment, resource planning, and cost control. Ensures the invoicing process provides the proper information and distribution on the invoices. Ensures smooth coordination consistent with the contract and task order procedures for the key personnel approval, consent to subcontract as well as consent to purchase travel, tools and other direct costs. Ensures problem resolution and customer satisfaction for individual task orders.

Minimum Education: Bachelor's Degree

### **2.15 EMERGING TECHNOLOGY EXPERT**

General Experience: One (1) year progressive Information Technology (IT) experience in technology areas included in Section C. Experience may have been gained in academic/commercial/government environment.

Specialized Experience: Requires demonstrated hands-on experience and/or training in the emerging technology area(s) included in Section C. Experience may have been gained in academic/commercial/government environment.

Minimum Education: Bachelor's Degree

### **2.16 CLERICAL**

General Experience: None

Specialized Experience: None

Functional Responsibility: Performs a variety of office related duties to include filing, copying, delivery, mailing, etc.

Minimum Education: High School Diploma

### 2.17 TECHNICAL WRITER

General Experience: Five (5) years experience developing, editing, and producing technical and graphic documentation for IT systems.

Specialized Experience: Two (2) years experience producing documentation for Government IT systems.

Functional Responsibility: Reviews and edits highly complex written and graphic technical materials, including system configuration, documentation, studies, reports and other presentation graphics. Ensures compliance with standards of style and format, good usage of English, and overall structure and organization of material.

Minimum Education: Bachelor's Degree

### 3.0 LABOR CATEGORY MATRIX

The following table is provided to help emphasize the varying levels of experience and education required to qualify for each labor category. Refer to Section 2 - Labor Category Description for further clarification on the matrix entries.

**Gen'1 - # of years IT Experience** column provides the minimal number of years IT experience required under General experience.

**Gen'1 - # of projects** column provides the experience on the minimal number of IT projects required under General experience.

**Gen'1 - # of proj within>** and **The Last # of Years** columns provide the minimal number of projects required within the last number of years required under General experience.

**Spec - # of years Experience in task area** column provides the minimal number of years IT experience required under Specialized experience.

**Spec - # years supervising IT service contract** and **Spec - within last # years** columns provide the minimal number of years supervising IT service contracts within the last number of years required under Specialized experience.

Educational Degree Required column provides the minimal degree required to qualify for the labor category. See Section 1.4 – Substitution of Experience for Education that may allow personnel to meet this requirement.

Labor Category	Gen'1 - # of years IT Experience	Gen'1 - # of projects	Gen'1 - # of proj within>	The Last # of Years	Spec - # of years Experience in task area	Spec - # years supervising IT service contract	Spec - within last # years	Educational Degree Required
Master IT Analyst	10	6	1	3	8	5	10	Masters'
Senior IT Analyst	9	5	1	3	2	1	5	Bachelors'
Journeyman IT Analyst	7	3	1	3	1	1	5	Bachelors'
Apprentice IT Analyst	5	2	1	3	N/A	N/A	N/A	Bachelors'
Junior IT Analyst	3	1	1	3	N/A	N/A	N/A	Bachelors'
Entry Level IT Trainee	None	N/A	N/A	N/A	N/A	N/A	N/A	Bachelors'
Senior Subject Matter Expert	10	6	1	3	5	N/A	8	Bachelors'
Subject Matter Expert	7	N/A	N/A	3	3	N/A	5	Bachelors'
Senior Technician	7	5	1	3	N/A	N/A	N/A	Associates' or Formal Accreditation
Journeyman Technician	5	3	1	3	N/A	N/A	N/A	H.S. Diploma
Technician	1	2	1	3	N/A	N/A	N/A	H.S. Diploma
Junior Technician	Training	N/A	N/A	N/A	N/A	N/A	N/A	H.S. Diploma
Procurement Management Expert	7	N/A	N/A	5	2	2	2	Bachelors'
Project Control Officer	7	4	1	3	N/A	N/A	N/A	Bachelors'
Emerging Technology Expert	1	N/A	N/A	N/A	Hands-on experience or training	N/A	N/A	Bachelors'
Clerical	None	N/A	N/A	N/A	N/A	N/A	N/A	H.S. Diploma
Technical Writer	5	N/A	N/A	N/A	2	N/A	N/A	Bachelors'



**Section J, Attachment 2**

**MONTHLY STATUS REPORT for (Month and year)**

CONTRACTOR \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

Task Order Number \_\_\_\_\_

FTS Project No. \_\_\_\_\_

Contractor's Project Manager \_\_\_\_\_

Contracting Officer's Representative \_\_\_\_\_

2. Activities during reporting period (Include: On-going activities, new activities, activities completed; progress to date on these activities)
2. Problems and corrective action taken (Include potential problems and recommended solution)
3. Status of deliverables
4. Activities planned for the coming period
5. Government actions required
6. Trips taken, conferences attended, etc.
7. Schedule (Shows major tasks, milestones, and deliverables; planned and actual start and completion dates for each)

Prepared by: (Signature) \_\_\_\_\_ (date) \_\_\_\_\_  
(Name)Project Manager

**Section J, Attachment 3**

**PROBLEM NOTIFICATION REPORT**

TASK ORDER NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

1. Nature and sources of problem:
2. COR was verbally notified on: (date) \_\_\_\_\_
3. Is action required by the Government? Yes\_\_\_\_\_ No\_\_\_\_\_
4. If YES, describe Government action required and date required:
5. Will problem impact delivery schedule? Yes\_\_\_\_\_ No\_\_\_\_\_
6. If YES, identify what deliverables will be affected and extent of delay:
7. Can required delivery be brought back on schedule? Yes\_\_\_\_\_ No\_\_\_\_\_
8. Describe corrective action needed to resolve problems:
9. When will corrective action be completed?
10. Are increased costs anticipated? Yes\_\_\_\_\_ No\_\_\_\_\_
11. Identify amount of increased costs anticipated, their nature, and define Government responsibility for problems and costs:

**Section J, Attachment 4**

**TRIP REPORT**

Contractor \_\_\_\_\_

Contract Number \_\_\_\_\_

Task Order Number \_\_\_\_\_

FTS Project Number \_\_\_\_\_

Trip Dates: From \_\_\_\_\_ To \_\_\_\_\_

Place(s) Visited:

Trip Personnel:

Trip Purpose:

Activities:

People Visited:

Results:

Prepared by: (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_  
(Name)  
(Title)



## **Section J, Attachment 5**

### **In-Progress Review (IPR) Report Format**

The following topics are recommended for In Progress Reviews by the Contractor to the FTS COR and FTS client:

- Functional Areas Supported
- Task Order Summary to include award amount, funded amount, period of performance, average burn rate
- Funding including actual cost to date plus projections through end of period of performance
- Personnel Status
- Accomplishments during the previous period
- Planned activities for the next period
- Any Issues/Problems/Risks
- Actions required of COR or FTS Client

## Section J, Attachment 6

This evaluation should be completed by the Contracting Officer's Representative or Contracting Officer's Technical Representative (COR or COTR), Task Monitor (TM), Quality Assurance Evaluator (QAE), Client Technical Representative (CTR), or other person identified in the contract or task order by the appropriate Contracting Officer with monitoring the contractor's compliance with the requirements of the contract or task order.

*Please forward the completed evaluations to the solicitation Contracting Officer, Ms. Iris Faltz, as stated in the attached letter from the offeror.*

***In compliance with the direction in the FAR, the information contained in this evaluation is not subject to view by anyone other than the Contracting Officer and designated source selection evaluation personnel.***

### INSTRUCTIONS, DEFINITIONS, AND RATING GUIDELINES

#### Instructions

This evaluation is intended to be completed as indicated below. For purposes of these evaluations, the term "project" is intended to mean "contract, delivery order, or task order". This package consists of the following:

<u>Section</u>	<u>Description</u>	<u>Who completes</u>
Section I	Basic contract information	Contractor being evaluated
Section II	Government/Client Evaluator identifying information	Government/Client Evaluator
Section III	Contractor Performance Report	Government/Client Evaluator

As you complete the evaluation, the instructions for each block are shown in the Status Bar at the bottom of the MS Word screen. If there is not a Status Bar, you may select F1 and receive some limited context-sensitive help. To move around the form, we suggest you use the Tab key to move forward, and the Shift-Tab keys to back up. When you want to enter a specific item, tab to it or place the mouse in the block and press the left mouse button. You may select boxes () by pressing the space bar or the left mouse button. You may deselect boxes () by either pressing the space bar or the left mouse button a second time.

**A note of caution** - when you save the completed form, make sure the filename is a *unique* name. We would suggest that you save the form before filling it out. We have made the file read-only to help prevent corruption of the original file.

## CONTRACTOR PERFORMANCE REPORT

### Section I

**To be completed by Contractor requesting evaluation.**

Name of Contractor requesting evaluation:

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Contract Number:

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Task Order Number (if applicable):

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Contract Title:

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Contract Prime Contractor:

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Contract Award Date:

---

Contract Completion Date (including options):

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Contract Type:

(Please check all applicable blocks)

- FTS MAIQ
- Other MAIQ
- Competitive

- Non-Competitive
- Other. Please explain.

**CONTRACTOR PERFORMANCE REPORT**

**Section II**

**To be completed by Government/Client person performing the evaluation.**

COTR, COR, TM, QAE, CTR or Other Name: \_\_\_\_\_

COTR, COR, TM, QAE, CTR or Other Signature: \_\_\_\_\_

COTR, COR, TM, QAE, CTR or Other Title: \_\_\_\_\_

Commercial Phone Number: \_\_\_\_\_

Facsimile Phone Number: \_\_\_\_\_

E-mail address \_\_\_\_\_

Date: \_\_\_\_\_



## CONTRACTOR PERFORMANCE REPORT

### Section III

#### Definitions and Rating Guidelines

The Factors/Ratings tables on the next page summarize contractor performance in each of the following rating areas. Each criteria should be assigned a rating, from highest to lowest, of Plus, Excellent, Good, Fair, Poor, or Unsatisfactory. If a particular criteria is not applicable, it should be rated in the far right column as N/A. However, the evaluator is encouraged to provide comments on any rating to further support a particular rating.

The following definitions and instructions should be used as guidance to aid in evaluating the criteria in the Factors/Ratings tables. Please read the definitions and instructions before rating any criteria to be sure that each criteria is graded in the context of the definitions. Also, please ensure that this assessment is consistent with any other assessments that have been done for the same contractor for the same work, such as for payment of fee purposes, exercise of option, other past performance requests, etc.

<b>Quality of Product/Service</b>	<b>Cost Control</b>	<b>Timeliness of Performance</b>	<b>Business Relations</b>
<ul style="list-style-type: none"><li>- Compliance with contract requirement</li><li>- Accuracy of reports</li><li>- Appropriateness of personnel</li><li>- Technical excellence</li></ul>	<ul style="list-style-type: none"><li>- Within budget (over/under target costs)</li><li>- Current, accurate, and complete billings</li><li>- Relationship of negotiated costs to actual costs</li><li>- Cost efficiencies</li><li>- Change orders issued</li></ul>	<ul style="list-style-type: none"><li>- Met interim milestones</li><li>- Reliable</li><li>- Responsible to technical direction</li><li>- Completed on time, including wrap-up and contract administration</li><li>- No liquidated damages assessed</li><li>- Effective contractor recommended solutions</li></ul>	<ul style="list-style-type: none"><li>- Effective management</li><li>- Businesslike correspondence</li><li>- Responsible to contract requirements</li><li>- Prompt notification of problems</li><li>- Reasonable and cooperative</li><li>- Flexible</li><li>- Pro-active</li><li>- Effective small and small disadvantaged business subcontracting program</li></ul>

The four headings above relate to the actual ratings defined on the following pages.

## CONTRACTOR PERFORMANCE REPORT

### Section III (Cont'd)

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**Excellent Plus**

The contractor has demonstrated an exceptional performance level in any of the below categories that justifies adding a point to the score. This rating will be used only in those circumstances when contractor performance clearly exceeds the performance levels described as “Excellent.”

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**Excellent**

There are no quality problems.	There are no cost issues.	There are no delays.	Responses to inquiries, technical, service, and administrative issues are effective and responsive.
--------------------------------	---------------------------	----------------------	-----------------------------------------------------------------------------------------------------

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**Good**

Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is usually effective and responsive.
---------------------------------------------------------------------	-----------------------------------------------------------------	------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

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**Fair**

Nonconformances require minor Agency/Client resources to ensure achievement of contract requirements.	Cost issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is somewhat effective and responsive.
-------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------

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**Poor**

Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is marginally effective and responsive.
------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------

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**Unsatisfactory**

Nonconformances are compromising the achievement of contract requirements, despite use of Agency resources.	Cost issues are compromising performance of contract requirements.	Delays are compromising the achievement of contract requirements, despite the use of Agency resources.	Response to inquiries, technical, service, and administrative issues is not effective and responsive.
-------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------

## CONTRACTOR PERFORMANCE REPORT

### Section III (Cont'd)

Item	<b>FACTORS/RATINGS</b>	<b>Excellent Plus</b>	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>Unsat</b>	<b>N/A</b>
	<b>Quality of Product/Service</b>							
1	Ability to identify risk factors and alternatives for alleviating risk.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Overall performance in planning, scheduling, and monitoring.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	To what extent were the Contractor's reports and documentation accurate and complete?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Cost Control</b>							
4	Ability to accurately estimate and control cost to complete work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Timeliness of Performance</b>							
5	Ability to identify and solve problems expeditiously.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Completion of major tasks, milestones, or deliverables on schedule.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Did the Contractor commit adequate resources in a timely fashion to meet the requirements and to successfully solve problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Business Relations and Customer Satisfaction</b>							
8	Ability to effectively manage subcontractors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	To what extent did the Contractor coordinate, integrate, and provide for effective subcontractor management?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	To what extent was the Contractor effective in interfacing with the Government's staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	To what extent was the documentation produced by the Contractor's efforts satisfactory to the users?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## CONTRACTOR PERFORMANCE REPORT

### Section III (Cont'd)

Item	FACTORS/RATINGS (Cont'd)	Excellent Plus	Excellent	Good	Fair	Poor	Unsat	N/A
	<b>Program Management</b>							
12	Ability to meet goals for use of Small, Small Disadvantaged, and Woman Owned Small Business subcontractors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Ability to recruit and maintain qualified personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Responsiveness to changes in technical direction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	To what extent did the Contractor display initiative in meeting requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Overall Evaluation</b>							
16	How would you rate the Contractor's <i>overall management performance</i> on this project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	How would you rate the Contractor's <i>overall technical performance</i> on this project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	Would you use this Contractor again? (If "No", please comment in the Narrative Summary)	<input type="checkbox"/>	<b>Yes</b>			<input type="checkbox"/>	<b>No</b>	

**CONTRACTOR PERFORMANCE REPORT**

**Section III (Cont'd)**

**NARRATIVE SUMMARY (Use this section to explain additional information not included above)**

Comments

**Item**

**Section J, Attachment 6**

**PAST PERFORMANCE FORM LETTER EXAMPLE**

Millennia Solicitation, FEDCAC GS-TFF-99-200

**CLIENT AUTHORIZATION LETTER: FORMAT**

*[Date of Letter]*

*[Name and Address of Client - proposed offeror's customer]*

Attention: *[Name and Designation of Customer's Contract Manager or Appropriate Contact]*

Dear *[Contact Name]*:

We are currently responding to the General Services Administration's (GSA) Federal Technology Service (FTS) Federal Computer Acquisition Center (FEDCAC) Request for Proposal (RFP) No. GS-TFF-99-200. The FEDCAC is procuring information technology and systems integration support. The FEDCAC is requesting that clients of entities responding to their solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries. Your cooperation with this effort is greatly appreciated. Please direct any questions to *[Name and Phone Number of Offeror's Point-of-Contact]*.

We have included our work for *[firm or agency's name]* as a past performance reference. A Past Performance Questionnaire is enclosed. Please complete Sections II and III of the enclosed evaluation and return the signed, completed document to:

GSA/FTS/OITI/FEDCAC/TFF  
5203 Leesburg Pike, Suite 1100  
Falls Church, VA 22041  
Attn: Ms. Iris Faltz, Contracting Officer  
(703) 756-4210

Please forward the completed evaluation to GSA FEDCAC to ensure they receive it before 2 PM Eastern Standard Time on February 16, 1999.

In order to maintain the integrity of this process, please DO NOT return the questionnaire to us. Return it to the FEDCAC address listed above. We request that you forward the completed questionnaire in an envelope with your logo or stamped return address on it directly to FEDCAC at the address above.

Sincerely,

*[Signature]*

*[Name of Signer]*

*[Designation of Signer]*

cc: Ms. Iris Faltz, Contracting Officer, GSA FTS FEDCAC

**Section J, Attachment 7**

**EMPLOYEE/CONTRACTOR NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will not divulge data maintained by General Services Administration (GSA), Federal Technology Service (FTS) or \_\_\_\_\_ supported under the FTS Contract to any

(GSA/FTS client agency)

unauthorized person for any purpose. Neither will I directly or indirectly use, or allow the use of that data for any other purpose other than that directly associated with my officially assigned duties.

Further, I will not directly or indirectly reveal or cause to be revealed the nature or content of any Government data, except to authorized personnel.

I am aware that the unauthorized use of information may be a violation of civil law and the FTS Contract as well as my Employee Agreement with \_\_\_\_\_

\_\_\_\_\_

(company or subcontractor)

I understand that authorized persons refers only to persons assigned to a project requiring access to the data or directly in the line of management over the project requiring access to the data.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company, Firm or  
Affiliation: \_\_\_\_\_

## Section J, Attachment 8

### WEB SITES

#### Site Name

GSA Electronic Posting System  
FEDCAC Home Page  
FEDCAC Millennium Page

#### URL

<http://eps.arnet.gov/cgi-bin/WebObjects/EPS>  
<http://www.gsa.gov/fedcac/>  
<http://www.fedcac.gsa.gov/Millennia.htm>



**Section J, Attachment 9**

**GENERAL SERVICES ADMINISTRATION (GSA)  
OFFICE OF ENTERPRISE DEVELOPMENT  
SMALL, SMALL DISADVANTAGED, and WOMEN-OWNED SMALL, BUSINESS  
CONCERNS SUBCONTRACTING PLAN OUTLINE  
(MODEL)**

The following outline meets the minimum requirements of Section 8(d) and the Federal Acquisition Regulation (FAR) Subparts 19.7. It is intended to be used as a guideline. It is not intended to replace any existing corporate plan which may be more extensive. If assistance is needed to locate small business sources, contact the Office of Enterprise Development at, 18<sup>th</sup> and F St., NW, Washington, DC 20405 (Phone: (202)501-1021 or Fax (202) 208-5938). Please note that GSA has subcontracting goals of 35% for small business, 10% for Small Disadvantaged Business (SBD), and 5% for Women-Owned Small Business (WOSB) Concerns for fiscal year 99.

Identification Data:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date Prepared: \_\_\_\_\_ Solicitation Number: \_\_\_\_\_

Item/Service: \_\_\_\_\_

1. TYPE OF PLAN: (Check only one).

\_\_\_\_\_ INDIVIDUAL PLAN: In this type of plan all elements are developed specifically for this contract and are applicable for the full term of this contract.

\_\_\_\_\_ MASTER PLAN: In this type of plan, goals are developed for this contract; all other elements are standard. The master plan must be approved once every three years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.

\_\_\_\_\_ COMMERCIAL PRODUCTS PLAN: This type of plan is used when the contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during year approved. The contractor must provide a copy of the initial agency approval, AND MUST SUBMIT AN ANNUAL SF 295 TO \_\_\_\_\_ WITH A BREAKOUT OF SUBCONTRACTING PRORATED FOR \_\_\_\_\_

2. GOALS:

State separate dollar and percentage goals for small business, small disadvantaged business, and women-owned small business concerns in the following format.

SUBCONTRACTING PLAN OUTLINE (MODEL)

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

\_\_\_\_\_

ESTIMATED DOLLAR VALUE OF ALL PLANNED SUBCONTRACTING				
BASE	1ST OPTION	2ND OPTION	3RD OPTION	4 <sup>TH</sup> OPTION
\$	\$	\$	\$	\$

- B. Estimated dollar value and percentage of planned subcontracting with large businesses (all business concerns classified as other than small) is:

SUBCONTRACTING TO LARGE BUSINESS CONCERNS				
BASE	1ST OPTION	2ND OPTION	3RD OPTION	4 <sup>TH</sup> OPTION
\$	\$	\$	\$	\$
%	%	%	%	%

- C. Estimated dollar value and percentage of planned subcontracting to small business concerns is: (Include Small Disadvantaged and Women-Owned Small Business Concerns)

SUBCONTRACTING TO SMALL BUSINESS CONCERNS				
BASE	1ST OPTION	2ND OPTION	3RD OPTION	4TH OPTION
\$	\$	\$	\$	\$
%	%	%	%	%

- D. Estimated dollar value and percentage of planned subcontracting to small disadvantaged business concerns is:

SUBCONTRACTING TO SMALL DISADVANTAGED BUSINESS CONCERNS				
BASE	1ST OPTION	2ND OPTION	3RD OPTION	4TH OPTION
\$	\$	\$	\$	\$
%	%	%	%	%

- E. Estimated dollar value and percentage of planned subcontracting to women-owned small business concerns is:

SUBCONTRACTING TO WOMEN-OWNED SMALL BUSINESS CONCERNS				
BASE	1ST OPTION	2ND OPTION	3RD OPTION	4TH OPTION
\$	\$	\$	\$	\$
%	%	%	%	%

- F. Products and/or services to be subcontracted under this contract, and the types of businesses supplying them, are: (Check all that apply).

Business Category or Size					
PRODUCT SERVICE	STANDARD INDUS. CODE (SIC)	LARGE	SMAL L BUS.	SDB	WOSB

(Attach additional sheets if necessary.)

- F1. Explain the methods used to develop the subcontracting goals for small, small disadvantaged, and women-owned small business concerns.

F2. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small, small disadvantaged and women-owned small business concerns were determined.

F3. How the capabilities of small, small disadvantaged and women-owned small business concerns businesses were determined.

F4. Identify all source lists used in the determination process.

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G. Indirect and overhead costs \_\_\_ HAVE BEEN or \_\_\_ HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above. (Check one.)

H. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, small disadvantaged and women-owned small business concerns.

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**2. PROGRAM ADMINISTRATOR:**

FAR 19.704(a)(2) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, position within the corporate structure and the duties of that employee.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Position: \_\_\_\_\_

**Duties:** The Program Administrator shall have general overall responsibility for the Contractors subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. These duties included but are not limited to, the following activities:

- A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, small disadvantaged and women-owned small business concerns.
- B. Developing and maintaining bidders' lists of small, small Disadvantaged and women-owned small business concerns from all possible sources.
- C. Ensuring periodic rotation of potential subcontractors on bidders' lists.

- D. Assuring that small, small disadvantaged and women-owned small businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
- E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, small disadvantaged and women-owned small businesses.
- F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, small disadvantaged, and women-owned small business concern participation.
- G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, small disadvantaged and women-owned small business concerns.
- H. Overseeing the establishment and maintenance of contract and subcontract award records.
- I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- J. Directly or indirectly counseling small, small disadvantaged and Women-owned small business concerns on subcontracting opportunities and how to prepare bids to the company.
- K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, small disadvantaged and women-owned small business concerns for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.
- L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
- M. Developing and maintaining an incentive program for buyers which supports the subcontracting program.
- N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.
- O. Preparing and submitting timely reports.
- P. Coordinating the company's activities during compliance reviews by Federal agencies.

**4.     **EQUITABLE OPPORTUNITY****

FAR 19.704(a)(3) requires a description of the efforts the contractor will make to ensure that small, small disadvantaged and women-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- A. Outreach efforts to obtain sources:
  - \_\_\_ Contacting minority and small business trade associations
  - \_\_\_ Contacting business development organizations
  - \_\_\_ Requesting sources from the Small Business Administration's Procurement Automated Source System (PASS)
  - \_\_\_ Attending small, minority, and women-owned small business concern procurement conferences and trade fairs.
- B. Internal efforts to guide and encourage purchasing personnel:
  - \_\_\_ Presenting workshops, seminars and training programs
  - \_\_\_ Establishing, maintaining and using small, small disadvantaged and women-owned small business concern source lists, guides and other data for soliciting subcontracts
  - \_\_\_ Monitoring activities to evaluate compliance with the subcontracting plan
- C. Additional efforts: (Please describe.)
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_

**5. CLAUSE INCLUSION AND FLOW DOWN**

FAR 19.704(a)(4) requires that your company include FAR 52.219-8, "Utilization of Small, Small Disadvantaged, Women-owned Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. Your company must require all subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small, Small Disadvantaged, and Women-Owned Small Business and Business Subcontracting Plan."

Your company agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small, small disadvantaged and women-owned small business concerns must be determined on a case-by-case basis depending on the supplies and services involved; the availability of potential small, small disadvantaged and women-owned small business concerns subcontractors; and, prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Standard Form (SF) 294 and SF 295 reports.

In accordance with policy letters published by the Office of Federal Procurement Policy, such assurance shall describe the offer's procedures for the review, approval and monitoring for compliance with such subcontracting plans.

**6. REPORTING AND COOPERATION**

FAR 19.704(a)(5) requires that your company (1) cooperate in any studies or surveys as may be required, (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Standard Form (SF) 294, "Subcontracting Reports for Individual Contracts," and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensure that subcontractors agree to submit SF 294 and SF 295.

Both the Director, Office of Small and Disadvantaged Business Utilization and the Small Business Specialist must receive the report(s) within 30 days after the close of each calendar period. That is:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Due Date</u>	<u>Send Report To</u>
10/01--03/31	SF 294	04/30	Contracting Officer/Small Business Technical Advisor
04/01--09/30	SF 294	10/30	Contracting Officer/Small Business Technical Advisor
10/01--09/30	SF 295	10/30	Associate Administrator, Office of Enterprise Development (OED)

SF 295 Shall also be submitted to the SBA Commercial Market Representative

\*Small Business Technical Advisor's address is:

(To be completed by Contracting Officer)

\*Associate Administrator, Office of Enterprise Development address is:

18<sup>th</sup> and F Street, NW  
Room 6029  
Washington, DC 20405

## 7. RECORDKEEPING

FAR 19.704(a)(6) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- A. Small, small disadvantaged and women-owned small business concern source lists, guides, and other data identifying such vendors.
- B. Organizations contacted for small, small disadvantaged and women-owned small business sources.
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; and (4) reasons for the failure of solicited small, small disadvantaged and women-owned small business concerns to receive the subcontract award.
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small, small disadvantaged and women-owned small business procurement conferences and trade fairs.
- E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial products plans).
- G. Other records to support your compliance with the subcontracting plan: (Please describe)

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## 8. TIMELY PAYMENTS TO SUBCONTRACTORS

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small, small disadvantaged and women-owned small business concerns; and,

Your company has established and uses such procedures:

## 9. DESCRIPTION OF GOOD FAITH EFFORT

Maximum practicable utilization of small, small disadvantaged and Women-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d)(4)(F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the small, small disadvantaged and women-owned small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting officer prior to approval of the plan.

**9. DESCRIPTION OF GOOD FAITH EFFORT (cont'd)**

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The contractor is advised that this subcontracting plan will be made a material part of the contract and that the submission of the SF294 and SF295 will be made a line item deliverable in the contract.

**10. SIGNATURES REQUIRED**

This subcontracting plan was SUBMITTED by:

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This subcontracting plan was REVIEWED by:

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: Small Business Specialist

Date: \_\_\_\_\_

This subcontracting plan was REVIEWED by:

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: Small Business Administration Representative (PCR)

Date: \_\_\_\_\_

This subcontracting plan was CONCURRED by:

Signature: \_\_\_\_\_

Typed Name:

Title: Director, Office of Small and Disadvantaged Business Utilization

Date: \_\_\_\_\_

This subcontracting plan was ACCEPTED by:

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: Contracting Officer

Date: \_\_\_\_\_