

PART 1 – THE SCHEDULE

SECTION B – GENERAL DESCRIPTION AND PRICE SCHEDULE

B.1 PROGRAM OBJECTIVE

The Commerce Information Technology Solutions Next Generation (COMMITTS NexGen) program is an indefinite delivery, indefinite quantity (ID/IQ) task order contract designed to provide the Federal Government with Information Technology (IT) solutions. The objective of the COMMITTS NexGen program is to become the Government-wide Agency Contract (GWAC) vehicle of choice for the Federal Government to meet its demand for high-quality competitive IT solutions from a pool of exceptionally qualified, high quality business spread across the small business arena.

B.2 WORK ESTIMATES & ROLES

The COMMITTS NexGen contract program) does not have projects designated for COMMITTS NexGen program and they are not guaranteed to be forthcoming. The COMMITTS NexGen GWAC will provide agencies a low risk alternative for placing task orders with small businesses. However, agencies/potential clients of these contracts will make their own decisions on the benefits of utilizing the COMMITTS NexGen pool of small businesses in this program for IT requirements. The requirements may range from simple to highly complex. At this time, the breakdown of contract types for task orders issued under COMMITTS NexGen is unknown, as well as the location of work and the breakdown of government site and contractor site work. Additionally, there is uncertainty regarding the amount of supplies, travel and other direct costs that will be required.

The Ordering Agency will be obligated to partners only for services, items and quantities specified in a valid task order under an awarded contract or, in the event that no order is issued for the minimum established the Department of Commerce will be responsible for the minimum contract guarantee.

B.3 CAR 1352.216-70 CONTRACT TYPE (MAR 2000)

This multiple award Indefinite Delivery-Indefinite Quantity (IDIQ) contract provides for Firm Fixed Price, Cost Plus Fixed Fee, Cost Plus Award Fee, Labor Hours; Time-and-Materials; and Fixed Price Award Fee; Firm-Fixed-Price Level -of-Effort term, type task orders with options in task order awards. The contract provides for a base ordering period from contract award through January 20, 2006, five one-year options for awarding task orders, and five one-year options for completing task order performance.

B.4 CAR 1352.216-72 Minimum and Maximum Contract Amounts (MAR 2000)

During the period specified in the Ordering Clause (FAR 52.216-18), the Government shall place orders totaling a minimum of \$150.00. The aggregate amount of all orders shall not exceed \$8,000,000,000.00.

B.5 FULFILLING MINIMUM ORDERING REQUIREMENTS

The Government has no obligation to issue task orders to the Contractor beyond the minimum amount specified above (\$150.00). While the awarded Contractors will receive

the minimum, it is intended that the Contractors will compete for task orders under the contract's fair opportunity procedures. If at the end of the contract, which includes exercise of all options, a Contractor has not been awarded a task order(s) of at least \$150.00 in total value, the CITS office will direct awards to meet the minimum contractual obligation. Once the Contractor has received task orders valued at the minimum, the Contractor will continue to have the opportunity to be issued task order(s) under the COMMITS NexGen contract unless notified by the Program Contracting Officer (PCO). The exercise of an option does not re-establish the contract minimum.

(End of Section B)

SECTION C – DESCRIPTION/SPECIFICATIONS

C.1 BACKGROUND

The principal goal of the Commerce Information Technology Solutions Next Generation (COMMITTS NexGen) program is to continue the momentum established by the COMMITTS predecessor. COMMITTS NexGen will provide an attractive alternative GWAC vehicle that allows small businesses to change the way Government IT problems are solved. The GWAC is established under the explicit statutory authority of the Clinger-Cohen legislation, to provide a pool of exceptionally qualified, high quality small, small disadvantaged, small 8(a), small women-owned, small veteran-owned, and small service disabled veteran-owned, and small HUBZone businesses. These partners will deliver information technology solutions to the Department of Commerce and other Federal agencies through a performance based, streamlined method of acquisition.

The COMMITTS NexGen contract program is a true solutions-based vehicle. Under this structure the contracts contain neither fixed labor rates nor categories, nor do they contain pre-established line items. The COMMITTS NexGen solution approach does not limit the partners to predefined contract line items. For each fair-opportunity task order competition, the COMMITTS NexGen partners are free to identify and propose the best solution, with the focus on results. Unless an exception to fair opportunity applies (see FAR 16.505(b)(2)), each task order will be competed under the COMMITTS fair opportunity competitive procedures (see attachment J – 1). The COMMITTS Fair Opportunity competitive procedures will maintain an ongoing competitive environment throughout the life of the contracts. Free from the constraints of prescribed CLINS and products, the solution-based structure will significantly improve each Contractor's ability to craft innovative and state-of-the-art solutions.

C.2 SCOPE

COMMITTS NexGen is a broad "solutions" based vehicle. The contract scope includes all products and services necessary to meet the requesting activity's requirement. COMMITTS NexGen contracts are available to both the Department and other government agencies and provide a pool of high quality talent from which to acquire information technology services and solutions. Work may be performed at headquarters and/or field offices located throughout the United States and abroad.

COMMITTS NexGen ordering methodology will utilize a three-tier process for task order competition. COMMITTS NG contracts are awarded to a variety of small business contractors in three size-standard tiers as described below. Contractors in Tier I are certified under NAICS codes with \$6 million or \$12.5 million size standards and compete for all task orders regardless of life cycle value. Contractors in Tier II are certified under NAICS codes with size standards of \$21 million or 500 employees and compete for all task orders with a life cycle value greater than \$5 Million. Contractors in Tier III are certified under NAICS codes with a size standard of 1500 employees and can only compete for task orders with a life cycle value greater than \$40 million.

ORDERING METHODOLOGY		
TIER	TASK ORDER LIFE-CYCLE VALUE	SIZE STANDARD
I	All Task Orders	\$7M or \$15M
II	All Task Orders Greater than \$5M	\$25M or 500 Employees
III	All Task Orders Greater than \$40M	1500 Employees

Contractors in Tier I or Tier II, in addition to competing on task orders in their respective Tier, may compete on task orders in a higher Tier. However, those in Tier II or III may not compete in task orders in a lower Tier unless they are the incumbents.

For the purposes of COMMITS NG, incumbency status is only derived from having been award a previously competed task order under COMMITS NG. (This means that incumbency status is not earned under COMMITS NG if the earlier task was awarded pursuant to a fair opportunity exception or by having been awarded any task order under any previous task order that is not a COMMITS NG task order). The active COMMITS NG contract holder incumbents will be able to propose on any follow-on task order regardless of lifecycle value or Tier. However, if an ordering contracting officer implements an explicit size re-representation requirement as a condition for receiving a task order award and the incumbent is no longer a small business per the NAICS code size standard identified for that procurement will over ride the incumbent bid down authority pursuant to SBA final rule on these matters issued 11/15/06.

C.3 REQUIREMENTS

The requirements contained herein are intended to outline the general requirements required under COMMITS NexGen. The Contractor is not required to perform services in all of the listed categories. The work to be performed by each Contractor will be detailed at the task order level pursuant to the Master Contract. The Contractor shall furnish all the necessary means and methods required to meet requirements of the Master Contract and subsequent task orders.

C.3.1 Wired Telecommunications Carriers

The Contractor shall provide services that entail: (1) operating and maintaining switching and transmission facilities to provide point-to-point communications via landlines, microwave, or a combination of landlines and satellite linkups or (2) furnishing telegraph and other non-vocal communications using their own facilities.

C.3.2 Paging

The Contractor shall provide operating paging networks, to include maintaining equipment used to receive signals.

C.3.3 Cellular and Other Wireless Telecommunications

The Contractor shall provide cellular telecommunications services and other wireless

telecommunications networks (except paging).

C.3.4 Telecommunications Resellers

The Contractor shall provide access and network capacity from owners and operators of the networks and reselling wired and wireless telecommunications services (except satellite) to businesses and households.

C.3.5 Internet Publishing and Broadcasting

The Contractor shall provide publishing and/or broadcasting content on the Internet exclusively, to include textual, audio, and/or video content of general or specific interest. The Contractor shall not provide traditional (non-Internet) versions of the content that is published or broadcast.

C.3.6 Internet Service Providers

The Contractor shall provide access to the Internet and generally provide related services such as web hosting, web page designing, and hardware or software consulting related to Internet connectivity. Contractor may provide local, regional, or national coverage or provide backbone services (except telecommunications carriers) for other Internet service providers. Internet service providers must have the equipment and telecommunication network access required for a point-of-presence on the Internet.

C.3.7 Data Processing, Hosting, and Related Services

The Contractor shall provide infrastructure for hosting or data processing services. The Contractor may provide specialized hosting activities, such as web hosting, streaming services or application hosting, provide application service provisioning, or may provide general time-share mainframe facilities to clients. Data processing contractors must provide complete processing and specialized reports from data supplied by clients or provide automated data processing and data entry services.

C.3.8 Custom Computer Programming Services

The Contractor shall provide computer-programming services, to include writing, modifying, testing, and supporting software.

C.3.9 Computer Systems Design Services

The Contractor shall plan and design computer systems that integrate computer hardware, software, and communication technologies. The hardware and software components of the system may be provided by the Contractor as part of integrated services or may be provided by third parties or vendors. The Contractor may install the system and train and support users of the system.

C.3.10 Computer Facilities Management Services

The Contractor shall provide on-site management and operation of the contracting activity's computer systems and/or data processing facilities. This may include the establishment of computer systems or data processing facilities support services. This

service may include maintaining a centralized technical assistance service that supports problem resolution and distributes general information concerning office automation.

C.3.11 Other Computer Related Services

The Contractor shall provide computer related services (except custom programming, systems integration design, and facilities management services). This may include computer disaster recovery services, software installation services and a full range of information systems security support solutions.

C.3.12 Satellite Telecommunications

The Contractor shall provide point-to-point telecommunications services to other establishments in the telecommunications and broadcasting industries by forwarding and receiving communications signals via a system of satellites or reselling satellite telecommunications.

C.3.13 Cable and Other Program Distribution

The Contractor shall support third-party distribution systems for broadcast programming. The Contractor shall deliver visual, aural, or textual programming received from cable networks, local television stations, or radio networks to the contracting activity via cable or direct-to-home satellite systems on a subscription or fee basis.

C.3.14 Other Telecommunications

The Contractor shall provide specialized telecommunications applications, such as satellite tracking, communications telemetry, and radar station operations; or provide satellite terminal stations and associated facilities operationally connected with one or more terrestrial communications systems and capable of transmitting telecommunications to or receiving telecommunications from satellite systems.

C.3.15 Web Search Portals

The Contractor shall provide web search portals. This includes operating web sites that use a search engine to generate and maintain extensive databases of Internet addresses and content in an easily searchable format. Web search portals often provide additional Internet services, such as e-mail; connections to other web sites, auctions, news, and other limited content, and serve as a home base for Internet users.

C.3.16 Libraries and Archives

The Contractor shall provide library or archive services, to include maintaining collections of documents (e.g., books, journals, newspapers, and music) and facilitating the use of such documents (recorded information regardless of its physical form and characteristics) as are required to meet the informational, research, educational, or recreational needs of the contracting activity. It may also include acquiring, researching, storing, preserving, and generally making accessible to the public historical documents, photographs, maps, audio material, audiovisual material, and other archival material of historical interest, electronically.

C.3.17 All Other Information Services

The Contractor shall provide other information services (except news syndicates and libraries and archives).

C.3.18 Other Scientific and Technical Consulting Services

The Contractor shall provide advice and assistance to businesses and other organizations on scientific and technical issues (except environmental).

C.3.19 All Other Professional, Scientific and Technical Services

The Contractor shall provide professional, scientific, or technical services (except legal services; accounting, tax preparation, bookkeeping, and related services; architectural, engineering, and related services; specialized design services; computer systems design and related services; management, scientific, and technical consulting services; scientific research and development services; advertising and related services; market research and public opinion polling; photographic services; translation and interpretation services; and veterinary services).

C.4 GOVERNMENT FURNISHED PROPERTY

Government furnished property will be addressed at the task order level.

(End of Section C)

SECTION D - PACKAGING AND MARKING

D.1 GENERAL

Section D applies when a task order includes the shipment of supplies. Each task order shall contain any packing or marking information unique to that requirement. At a minimum, unless otherwise specified by an individual Task Order, the following paragraphs shall be applicable to all Task Orders issued under this Contract.

D.2 FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if it were in full text. The applicable F.O.B. will be incorporated into the individual Task Orders pursuant to the Master Contract. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.ARNet.gov/far>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>
52.247-29	F.O.B Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-62	Specific Quantities	APR 1984

D.3 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.3.1 CAR 1352.247-70 Packing for Domestic Shipment (March 2000)

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation.

D.3.2 CAR 1352.247-71 Packing for Overseas Shipment (March 2000)

Supplies shall be packed for overseas shipment in accordance with the best commercial export practice suitable for transport to arrive undamaged at ultimate destination.

D.4 CAR 1352.247-72 Marking Deliverables (March 2000)

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by each Task Order under the contract, except for reports.

Mark deliverables, except for reports, for:

- a. NAME OF CONTRACTOR;
- b. CONTRACT NUMBER;
- c. TASK ORDER NUMBER;
- d. DESCRIPTION OF ITEMS CONTAINED THEREIN;

(End of Section D)

SECTION E – INSPECTION AND ACCEPTANCE

E.1 GENERAL

At a minimum, the following paragraphs shall be applicable to all Task Orders issued under this Contract, unless otherwise specified by an individual Task Order. Additional inspection and acceptance requirements may be specified in each task order.

E.2 FAR 52.252-2 CONTRACT CLAUSES INCORPORATED BY REFERENCE (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. The applicable clauses will be incorporated into the individual Task Orders pursuant to the Master Contract. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically on the Internet at <http://www.ARNet.gov/far>.

<u>CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>
52.246-02	INSPECTION OF SUPPLIES - FIXED PRICE	AUG 1996
52.246-03	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY 2001
52.246-04	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996
52.246-05	INSPECTION OF SERVICES - COST REIMBURSEMENT	APR 1984
52.246-06	INSPECTION - TIME-AND-MATERIAL AND LABOR HOUR	MAY 2001
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.3 CONTRACTOR RESPONSIBILITIES ASSOCIATED WITH INSPECTION, TESTING AND ACCEPTANCE OF CONTRACTOR PROVIDED PRODUCTS AND SERVICES

The Contractor is responsible for completion, verification, confirmation and communication to the Government of all inspections and tests results necessary to substantiate that the products and services furnished under task orders conform to the contract and task order requirements. Receipt is not complete and Government testing, inspection and acceptance need not begin until after the Contractor has fulfilled the aforementioned responsibilities.

E.4 CAR 1352.246-70 INSPECTION AND ACCEPTANCE (MAR 2000)

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.
- b. Applicable terms of Inspection and acceptance will be stipulated on each individual Task Order.

(End of Section E)

SECTION F – DELIVERIES OR PERFORMANCE

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

This Contract incorporates the following clauses, by reference, with the same force and effect as if it were given in full text. The applicable clauses will be incorporated into the individual Task Orders pursuant to the Master Contract. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically on the Internet at <http://www.ARNet.gov/far>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.211-08	Time of Delivery	JUN 1997
52.211-08	Time of Delivery (JUN 1997) Alternate I	APR 1984
52.211-08	Time of Delivery (JUN 1997) Alternate II	APR 1984
52.211-08	Time of Delivery (JUN 1997) Alternate III	APR 1984
52.211-09	Desired and Required Time of Delivery	JUN 1997
52.211-09	Desired and Required Time of Delivery (JUN 1997) Alternate I	APR 1984
52.211-09	Time of Delivery (JUN 1997) Alternate II Desired and Required	APR 1984
52.211-09	Desired and Required Time of Delivery (JUN 1997) Alt III	APR 1984
52.211-16	Variation in Quantity	APR 1984
52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order -Alternate I	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.o.b. Destination	NOV 1991

F.2 CAR 1352.215-70 Period of Performance (MAR 2000)

a. The period of performance of this contract is from contract award through January 20, 2006. If an option is exercised, the period of performance shall be extended through the end of that option period.

b. The option periods that may be exercised are as follows:

Option Periods

Task orders issued during the base or option performance periods may contain options. In no event, shall option periods within any task order extend beyond January 20, 2016

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option I	January 21, 2006	January 20, 2007
Option II	January 21, 2007	January 20, 2008
Option III	January 21, 2008	January 20, 2009
Option IV	January 21, 2009	January 20, 2010
Option V	January 21, 2010	January 20, 2011
Option VI	January 21, 2011	January 20, 2012
Option VII	January 21, 2012	January 20, 2013
Option VIII	January 21, 2013	January 20, 2014
Option IX	January 21, 2014	January 20, 2015
Option X	January 21, 2015	January 20, 2016

- c. No new task orders will be issued after January 20, 2011 or if GWAC ceiling value set out in Section B.4 has been met, whichever comes first;
- d. Awarded Task Order option periods may be exercised at the discretion of the OCO and are not contingent upon the exercising of master contract option periods.

(End of Section F)

SECTION G – DELIVERIES OR PERFORMANCE

G.1 GENERAL

At a minimum, the following paragraphs shall be applicable to all Task Orders issued under this Contract unless otherwise specified by an individual Task Order. The applicable clauses will be incorporated into the individual Task Orders pursuant to the Master Contract.

G.2 COMMITS NexGen CONTRACTING OFFICER

Small Business GWAC Center	Todd J. Tekesky
Attn: COMMITS Procuring Contracting Officer (PCO)	
1500 East Bannister Road	1500 East Bannister Road
Room 1076, QTACC	Room 1076, QTACC
Kansas City, MO 64131	Kansas City, MO 64131
Phone: 877-327-8732	Phone: 816-823-2468
E-mail: COMMITS@gsa.gov	E-mail: todd.tekesky@gsa.gov
Fax: 816-823-1608	Fax: 816-823-5993

G.3 CAR 1352.201-70 Contracting Officer's Authority(March 2000)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event, the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of Clause)

G.4 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

The PCO has the overall responsibility for this contract. The PCO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the master contract terms, conditions, and requirements.

The PCO may delegate procurement authority on an individual or class basis for the issuance of task orders. Delegations of procurement authority shall be granted only to a warranted contracting officer of a government agency. Once delegated the ordering contracting officer (OCO) may award task orders on behalf of their agency.

The Contractor is not allowed to accept or perform under task orders issued by other than the PCO without a written copy of the delegation of authority issued by the PCO.

It is the OCOs responsibility for task order level administration.

It is the OCOs responsibility to make available the most recent Department of Labor

wage determination if applicable to the task order.

OCOs may delegate certain other responsibilities in writing to the Contracting Officer Representative (COR) or Contracting Officer Technical Representative (COTR). Responsibilities delegated to the COR or COTR shall not be further delegated. While it is good practice for the OCO to provide the contractor a copy of the COR/COTR delegation the contractor shall ensure the OCO provides the contractor with a copy of the written COR/COTR delegation in order to identify the COR/COTR identity

COR responsibility and requirements for task orders shall be consistent with task order ordering agency regulations.

Use of electronic mail between the Government and Contractor is an acceptable means of communicating under this contract.

CORs shall be appointed for each task order issued under this contract, by default the OCO shall be the COR who may then redelegate COR authority in writing. The appointment will be effective until the task order is closed out or a written or electronic notice of termination is received from the OCO responsible for the task order, whichever occurs first. Changes to the COR may be made by the OCO via electronic mail direction or by task order modification (changes directed by electronic mail will be confirmed in the next subsequent modification as applicable). The COR has the authority to monitor the technical progress of the services that are required to be delivered under the task order. This includes, but is not limited to, visits to the place of performance, meetings and telephone conversations with contractor personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the OCO. The COR cannot authorize or order the cessation of contract work nor delete, change, or waive any of the technical requirements or other terms and conditions of the task order. Requests for changes (monetary or otherwise) to the task order must be submitted in writing to the OCO for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations. Whenever a difference of opinion between the Contractor and the COR occurs, the Contractor shall notify the OCO or the contract administrator/specialist immediately for resolution.

G.5 CAR 1352.216-76 Placement of Orders (March 2000)

The Contractor shall provide services under this Contract only as directed in Task Orders. In accordance with FAR 16.505, each order will include:

- (i) Date of order.
- (ii) Contract number and order number.
- (iii) Item number and description, quantity, and unit price or estimated cost or fee.
- (iv) Delivery or performance date.
- (v) Place of delivery or performance (including consignee).
- (vi) Packaging, packing, and shipping instructions, if any.
- (vii) Accounting and appropriation data.
- (viii) Method of payment and payment office, if not specified in the contract.
- (ix) Any other pertinent information.

(End of Clause)

G.6 BILLING INSTRUCTIONS

Invoices shall contain the information required by FAR 52.232-25, Prompt Payment, including the **contract number, task order number, and applicable line item numbers**. Invoices for cost type task orders also shall contain the following:

1. All direct labor charges substantiated by hours and dollars incurred by labor category. Straight-time and premium labor charges shall be substantiated separately.
2. All other direct costs (if any) substantiated at the same level as originally proposed.
3. All subcontract costs (if any) substantiated by cost category at the same level of detail as prime costs.
4. All indirect costs based on application of the indirect billing rates applied to the applicable cost bases.
5. All charges for Fixed Fee. Subject to the withholding provisions of the contract clause entitled, "Fixed Fee" incorporated in Section I of the contract, the fixed fee specified above shall be paid in installments at the time of each payment for allowable costs, the amount of each installment being determined by applying to the amount payable as allowable cost a percentage reflecting the ratio of total fixed fee to total estimated cost.
6. Cumulative value to date of all billings against the applicable task order.

Invoices for cost type task orders shall be submitted no more than every two weeks. A minimum amount of \$500 per invoice is required, unless the invoice is a final invoice. There shall be a lapse of no more than sixty (60) days between time of performance and submission of an invoice.

Invoices for firm-fixed price task orders shall be submitted in accordance with the payment schedule in the order.

Where performance-based payments for task orders are involved, the Contractor shall not submit invoices nor will the Government approve payment until a defined event occurred and that the performance met the established criteria for success.

Additional billing instructions, including submittal instructions, shall be provided under each individual task order issued under the contract. By execution of this contract, the Contractor acknowledges that invoice substantiation requirements may differ under each task order due to the varying nature of customer practices, and agrees to provide all data required by the OCO to substantiate invoices.

Contract Access Fee Remittance

The Contract Access Fee (CAF) reimburses GSA's Federal Acquisition Service for GWAC program operating costs. The CAF represents a percentage of the total quarterly sales reported. The CAF is currently 3/4 % or .0075.

The CAF percentage is set at the discretion of GSA's Federal Acquisition Service (FAS). FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of any

change. FAS will provide notice of any changes to all contract holders.

The contractor shall remit the CAF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter. Final CAF payment is due within 30 calendar days after physical completion of the last outstanding Task Order under the contract.

The contractor shall collect the CAF and remit it to GSA. The contractor is to ensure the contract number is clearly marked on the check as well as "COMMITTS NG".

The CAF amount due shall be paid by check to:

General Services Administration
Government Wide Acquisition Center- GWAC
PO Box 970027
St. Louis, MO 63197

Where multiple invoices and/or multiple task orders are involved, the CAF may be consolidated into one payment. To ensure the payment is credited properly, the contractor shall submit the check along with a printed copy of the cost recover report (CRR). CAF payments for multiple contracts or reporting quarters shall not be consolidated.

CAF payments for all invoices rendered the preceding month are due to GSA not later than the tenth work day of each month (for example: the CAF is due in July for payments received in June).

FAS will provide the Contractor with specific written instructions on remitting the CAF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

Within 60 days of contract award, an FAS representative will provide the Contractor with specific written instructions on remitting the CAF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

Failure to remit the full amount of the CAF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest). The Contractor's failure to timely pay the CAF is sufficient cause for the Government to terminate the contract for default under the termination provisions of this contract.

G6.1 MANAGEMENT INFORMATION SYSTEM

GSA reserves the right to, at an undetermined date in the future, unilaterally change COMMITTS NG reporting and CAF collection procedures to be more in-line with other GWAC contracts currently administered by the Small Business GWAC Center, Kansas City, Missouri. Contractor requests for monetary adjustments related to this change will not be considered by this office. An example of possible changes to future CAF collection procedures can be found at attachment J-5.

G.7 TRAVEL AND PER DIEM

- a. Local or long-distance travel may be required at the task order level to various locations, as directed by the Government. All travel requiring reimbursement must be pre-approved by the OCO or the COR. All travel must be in accordance with the Joint Travel Regulation (JTR).
- b. In applicable cases the OCO may authorize subsistence in lieu of per diem.
- c. Normal commuting expenses are not allowed.
- d. Any burden added to the travel cost will be allowed only as defined in the Contractor's standard accounting practice or disclosure statement.
- e. Travel associated with a task order may be further restricted at the task order level.

G.8 ACCOUNTABILITY OF COSTS/SEGREGATION OF TASK ORDERS

- a. All costs incurred by the Contractor under this contract shall be segregated at the task order level.
- b. The Contractor is responsible to record all incurred costs using generally acceptable accounting Principles.

G.9 PERFORMANCE MEASURES

- a. Task orders issued under COMMITS NexGen shall contain, to the maximum extent practicable, meaningful performance measures to enable the assessment of success/failure in meeting the objectives of the contracting activity.
- b. The ordering contracting activity shall be responsible for monitoring task order performance measures to assess progress. The cognizant OCO shall be notified by the COTR when it appears that Contractor performance will not successfully meet the established measures.
- c. The cognizant OCO shall notify the PCO in cases of unsuccessful contractor performance.

G.10 TASK ORDER PERFORMANCE EVALUATIONS

All performance evaluations will be completed at the task order level in accordance with FAR 42.15 and applicable agency regulations.

The OCO is responsible to provide a copy of contractor performance evaluation documentation to the PCO and discuss unsatisfactory contractor performance.

G.11 MONTHLY PROGRAM STATUS REPORT (MPSR)

The MPSR is prepared by each Contractor for the PCO. This report is only prepared when the Contractor has active task orders to provide a technical activity summary by task order number. The MPSR shall include a brief summary of significant activities,

problems and developments occurring during the reporting period, as well as progress made at the task order level. The MPRS must be received by the PCO CO, via e-mail, COMMITTS@gsa.gov no later than the 10th of each month. A sample MPSR format is shown in Attachment J-2.

G.12 SUBCONTRACTING REPORT

In implementing the requirements set forth in FAR 52.219-14, Limitation on Subcontracting, contractors shall follow the subcontracting reporting process established for 8(a) certified firms at 13 CFR 124.510. Contractors shall maintain up-to-date records concerning subcontracting costs. Contractors shall submit them by task order via method identified at www.gsa.gov/commits "Subcontract Reporting" semi-annually (using the contract-year) no later than 30 calendar days after each six-month reporting period (RP). The first RP will begin on the effective date of the notice to proceed.

A separate report shall be completed for task order. The completed report shall be submitted to:

**Small Business GWAC Center
Attn: COMMITTS GWAC Subcontract Report
1500 E. Bannister Road (6FG-C)
Kansas City, MO 64131**

Contract options for contractors not in full compliance with FAR 52.219-14 may not be exercised. Willful failure or refusal to furnish the required reports, or gross negligence in managing the subcontracting limitation, or falsification of reports CONSTITUTES SUFFICIENT CAUSE TO TERMINATE THE CONTRACTOR FOR DEFAULT.

Pursuant to FAR 52.219-14, Limitation on Subcontracting, a Contractor may not subcontract greater than 50% of work under this contract on a cumulative basis (i.e., although individual task orders may have greater than 50% subcontracting, the total cumulative subcontracting under all task orders may not exceed 50%). The Contractor shall submit a semi-annual report to the PCO on 01 May and 01 November of each year detailing the subcontracting percentage under task orders performed during the previous Government fiscal year. The report shall show the subcontracting percentage for the year under each individual task order, the cumulative total for the reporting period under the contract, and the cumulative total for the life of the contract. The Government reserves the right to limit awards made to a Contractor not in compliance with this clause. A sample Subcontracting Form is shown in Attachment J-3.

G. 13 END OF CONTRACT REPORTING

Summary reports are required of each Contract awardee at the end of their Contract. Those reports must include a list of all Orders issued to the contractor under the Contract and their associated: Government Order numbers, client agency names, total dollar values, periods of performance, subcontracting percentages and the CAF amounts paid to the Government.

(End of Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

This is a multiple award Indefinite Delivery-Indefinite Quantity (IDIQ) contract with provisions for Firm Fixed Price, Cost Plus Fixed Fee, Cost Plus Award Fee, Labor Hours, Time-and-Materials, and Fixed Price Award Fee, FFP Level –of-Effort Term type task orders. The type of contract selected will be determined by task order based on the criteria contained in FAR 16.1, Selecting Contract Types and the contractor's capability to manage cost-reimbursement efforts. Only one contract type will be used on each individual task order unless mutually agreed to by the Contractor and the cognizant Contracting Officer.

H.2 MAXIMUM PROGRAM CEILING AND MINIMUM CONTRACT GUARANTEE

There is a contract program maximum of \$8 billion over the life of all contracts under the COMMITS NexGen GWAC. As a task order is issued against a contract, the value of task orders that can be issued under all contracts decreases by an equal amount. The \$8 billion ceiling is not a contractual guarantee.

THE GUARANTEED MINIMUM IS ONE HUNDRED FIFTY DOLLARS (\$150.00). The Government has no obligation to issue orders to a Contractor beyond the minimum guarantee. While Contractors are entitled to the minimum guarantee, it is intended that they will compete for that amount under fair opportunity procedures. Issuance of a single order or a series of orders having a cumulative value equal to or greater than the minimum guarantee satisfies the minimum guarantee.

The exercise of an option does not re-establish, or result in an increase to, the Contract minimum guarantee.

The Contractor and Government agree that the minimum guarantee is adequate consideration to establish a binding indefinite-delivery, indefinite quantity Contract for the purpose intended by the solicitation.

H.3 FAIR OPPORTUNITY ORDERING PROCEDURES

Any supplies and/or services to be furnished under this contract will be ordered by issuance of written task orders. Task orders shall be issued in accordance with FAR 52.216-18, 52.216-19, and 52.216-22 (See Section I). In addition, task orders will be issued following the Fair Opportunity competitive procedures contained in Attachment J-1 (either procedure is acceptable).

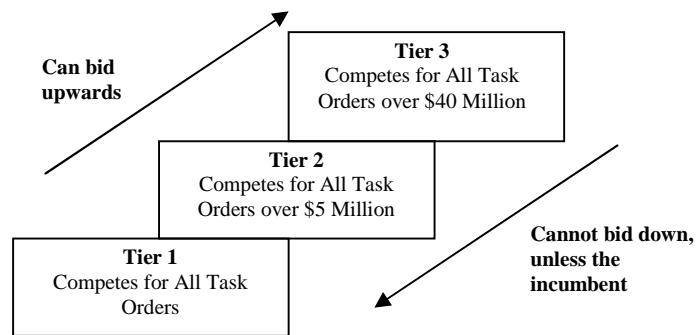
In addition:

- a. Only a Government Contracting Officer who has received a delegation of procurement authority from the PCO can issue a task order under this contract;
- b. All task orders issued under this contract are subject to the terms and conditions of this contract. 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 shall be at the Contractor's expense. Post award task

order administration is an allowable expense. The Contractor is responsible for determining the most appropriate method for recovering such costs (e.g., direct or indirect charges to task orders) based on its standard acceptable accounting practices as clearly stated in the task order proposal.

d. The Government will use a three-tier ordering process for task order competition as described in Section C.2. Contractors in Tier I are certified under NAICS codes with \$7 million or \$15 million size standards and compete for all task orders regardless of life cycle value. Contractors in Tier II are certified under NAICS codes with size standards of \$25 million or 500 employees and compete for all task orders with a life cycle value greater than \$5 Million. Contractors in Tier III are certified under NAICS codes with a size standard of 1500 employees and can only compete for task orders with a life cycle value greater than \$40 million.

The below graph illustrates the above process:



e. No work will be performed and no payment will be made except as authorized by a task order.

f. The OCO's selection decision for each task order request shall be final and shall not be subject to the protest or disputes provisions of the contract, except for a protest that the task order improperly increases the scope, period, or maximum value of the contract or where specifically authorized by statute or regulation

g. The Government intends to use electronic commerce methods to the maximum extent practicable for task orders.

Open Tier Opportunities

If a tier one or two solicitation provides for at least a 14 calendar day offer deadline and the Government receives no timely response(s) from even a single COMMITS NexGen prime contractor by the designated deadline, the Government may re-issue the solicitation to all COMMITS NexGen prime contractors in all tiers. This does not preclude the Government from re-releasing the opportunity again under the original Tier assignment.

Example A: A RFP is issued for a tier one opportunity with a \$4.2M estimated life-cycle value. The RFP provides a 20 day solicitation period/the offer deadline is 20 days after solicitation issuance and Tier One contractors are sent the solicitation. No timely offers

were received at the offer deadline, so the Government may re-issue the RFP directly to all contractors in tiers one, two and three.

Example B: A RFP is issued for a tier two opportunity with a \$7M estimated life-cycle value. The RFP provides a 14 day solicitation period/the offer deadline is 14 days after solicitation issuance and Tier one and Tier two contractors are sent the solicitation. No timely offers were received at the offer deadline. An offer is received by the Government three hours late. The Government may re-issue the RFP directly to all contractors in tiers one, two and three.

H.4 RE-REPRESENTATION REQUIREMENTS

The Contractor is required to re-represent its small business size status in accordance with the Small Business Administration's final rule (15 Nov 2006) amending 13 CFR Part 121.404 (c). When requested Contractors are to submit updated Section K – Representation and Certifications to the PCO.

Additionally, re-representation requests will result from, but are not limited to, changes in stock ownership or purchases, novation agreements, or other similar ownership/investment changes.

Business size re-representation may be required as a pre condition for task orders at the discretion of the OCO.

H.5 ON/OFF RAMP

GSA intends to utilize the re-representation process to manage the “On and Off Ramps” and maintain a sufficient pool of Contractors at each size category.

H.5.1 OFF RAMPS

“Off ramps” will be utilized when a Contractor outgrows their certified size status and is therefore no longer eligible to receive new Task Orders within a specific size category and/or failed to propose on task order requirements. Contractors that outgrow their size status will either “graduate” into the next size category, or be removed from the contract entirely, if they do not recertify in a size category in accordance with Section H.4 RE-REPRESENTATION REQUIREMENTS. In addition, if a Contractor fails to compete on at least three task order requirements in a given year, it will not be eligible to compete on future Task Orders and the Government may not exercise its option.

H.5.2 ON RAMPS

The Government reserves the right to conduct “on ramps” if it is determined to be in the best interest of the Government. “On ramps”, if implemented, will be used to obtain a new pool of Contractors as off ramps are implemented. “On ramps” are designed for additional Contractors have an opportunity to participate in the COMMITS NexGen and that program goals and objectives are being met relative to fair opportunity practices. “On ramps” will involve an open season and will be conducted no earlier than three years from date of award. An open season will include publicizing a notice in the designated Government point of entry, FedBizOps.

Contracts awarded under this open season provision will share in the aggregate ceiling of the COMMITS NexGen program and their award shall not constitute a basis of contractual adjustment for existing partners. Solicitation and any resulting contracts awarded under this provision will include of the same terms and conditions of this contract and will not exceed the remaining period of performance. The performance period will be set out in the contracts awarded.

H.6 PROCUREMENT INTEGRITY – SPECIAL TASK ORDER PROVISIONS

All contractor personnel, and subcontractors who will be personally and substantially involved in the performance of any task order issued under this contract which requires the Contractor to 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- 4) or applicable ordering agency form. This is required prior to the commencement of any work on a task order and whenever replacement personnel are proposed under an ongoing task order.

H.7 IDENTIFICATION OF CONTRACTOR EMPLOYEES

- a. All contractor employees whose duties under this contract require their presence at any governmental facility shall be clearly identifiable by a distinctive badge furnished by the Government.
- b. All on-site contractor personnel shall abide by security regulations applicable to that site.
- c. The Contractor shall provide all prescribed information to personnel identified for cancellation or disposition upon the termination of employment for contractor personnel.

H.8 PUBLICITY/ADVERTISING OF CONTRACT AWARD

The Contractor agrees not to refer to this award in commercial advertising in such a manner as to state or imply that the items or services provided are endorsed or preferred by the Federal Government or is considered by the Government to be superior to other items or services.

H.9 GOVERNMENT FURNISHED ITEMS

Government furnished items will be identified and included in task order solicitations and resulting task orders.

H.10 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

The Government hereby provides NOTICE and Contractor hereby acknowledges RECEIPT that Government personnel observe the listed days 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 designated holidays, the Government observes the following days:
Any other day designated by Federal Statute

Any other day designated by Executive Order

Any other day designated by a President's Proclamation

It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement to compensation except as set forth within the contract. If a Contractor believes that an unplanned absence has an impact on the price or period of performance, the OCO shall be notified immediately of the changed condition. A claim for equitable adjustment may be submitted if applicable (see FAR 52.233-1).

Nothing in this clause abrogates the rights and responsibilities of the parties relating to "stop work" provisions as cited in other sections of this contract.

H.11 INTERRELATIONSHIPS OF CONTRACTORS

The Department of Commerce (DOC) and/or other Government agencies may have entered contractual agreements in order to provide information technology requirements separate from the work to be performed under COMMITS NexGen task orders, yet having links and interfaces to COMMITS NexGen task orders. Further, DOC and/or other Government agencies may extend these existing agreements or enter into new agreements. The Contractor may be required to coordinate with other such contractor(s) through the cognizant OCO and/or designated representative in providing suitable, non-conflicting technical and/or management interfaces and in avoidance of duplication of effort. Information on deliverables provided under separate task orders may, at the discretion of the OCO, be provided to such other Contractor(s) for the purpose of such work.

H.12 INSURANCE

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 Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Contracting Officer's prior approval.

A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforementioned endorsement. The insurance company providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be

furnished to the Contracting Officer. The substance of this clause shall be made to flow down to any subcontractors.

H.12.1 CAR 1352.228-70 Insurance Coverage (March 2000)

Pursuant to the clause "Insurance-Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- a. **Workers Compensation and Employer's Liability.** The Contractor is required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, it shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- b. **General Liability.**
 1. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
 2. Property Damage Liability Insurance shall be required in the amount of \$100,000.
- c. **Automobile Liability.** The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- d. **Aircraft Public and Passenger Liability.** When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.
- e. **Vessel liability.** When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

(End of Clause)

H.12.2 CAR 1352.228-71 Deductibles Under Required Insurance Coverage (March 2000)

The following requirements also apply to this contract:

- a. The Contractor is required to present evidence of the amount of any deductibles in its insurance coverage.
- b. For any insurance required pursuant to *1352.228-70, Insurance Coverage*, the Contractor's deductible is not allowable as a direct or indirect cost under this contract. The Government is not liable, and cannot be invoiced, for any losses up to the minimum amounts of coverage required in subsections (a) through (d) above. If the Contractor obtains an insurance policy with deductibles, the Contractor, and not the Government, is responsible for any deductible amount up to the minimum amounts of coverage stated.
- c. If the Contractor fails to follow all procedures stated in this subsection and in FAR 52.228-7(g), any amounts above the amount of the obtained insurance coverage which are not covered by insurance will not be reimbursable under the contract.

(End of Clause)

H.12.3 CAR 1352.228-72 Deductibles Under Required Insurance Coverage (March 2000)

When the Government is injured, wholly or partially as a result of the Contractor's actions and such actions are covered by the insurance required by *1352.228-70, Insurance Coverage*, the Government is entitled to recover from the Contractor the full amount of any such injury attributable to the Contractor regardless of an deductible. The Contracting Officer may offset the amount of recovery against any payment due to the Contractor.

(End of Clause)

H.12.4 Proof of Required Insurance

The contractor shall provide proof of required insurances to the OCO upon request.

H.13 NON-PERSONAL SERVICES

- a. As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. No contractor employee will be directly supervised by the Government. All contractor employee assignments, and daily work direction, shall be given by the applicable contractor employee supervisor.
- b. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.
- c. The Contractor shall not perform any inherently governmental actions under this contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, contractor employees

shall identify themselves as contractor employees and specify the name of the company for which they work.

d. In all communications with other Government, Contractors in connection with this contract, the contractor employee shall state that he/she have no authority to in any way change the contract.

e. If the Contractor believes that a communication by government personnel is a direction to change the contract, the Contractor shall notify the OCO or authorized representative immediately and not carry out the direction until a clarification has been issued by the OCO.

f. The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause.

g. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract.

h. The substance of this clause shall be included in all subcontracts.

H.14 ORGANIZATIONAL CONFLICTS OF INTEREST

H.14.1 CAR 1352.209-71 Organizational Conflict of Interest (March 2000)

- a. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- b. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor make will a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- c. Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- d. The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including the paragraph (d), in any subcontract or consultant agreement hereunder.

(End of Clause)

H14.2 CONFLICT OF INTEREST MITIGATION PLAN

The Contractor shall proactively notify the OCO of any potential conflict at the time identified recommending a possible resolution to the conflict. If the OCO determines that it is in the best interest of the Government to issue a TO, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

H.15 CONTRACTOR RESPONSIBILITIES

- a. The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of this contract.
- b. The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to, or arising out of, the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.
- c. 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.
- d. 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.
- e. All COMMITS NG contractors must conduct themselves with the highest degree of integrity and honesty. Contractors should have and follow a written code of business ethics and conduct. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program and an internal control system gear toward Government contracting requirements that—
 - (1) Are suitable to the size of the company and extent of its involvement in Government contracting;
 - (2) Facilitate timely discovery and disclosure of improper conduct in connection with Government contracts; and
 - (3) Ensure corrective measures are promptly instituted and carried out.

While the guidance provided in paragraph (e) above applies to all COMMITS NG contractors additional Federal Acquisition Regulation requirements may be applicable for task orders as set forth in FAR 3.1003 and 3.1004

H.16 SECURITY

The Government may require security clearances, perhaps higher than top secret (top secret specialized compartmentalized information), for performance of any task order under this contract. If satisfactory security arrangements cannot be made with the Contractor, at the task order level, the required services shall be obtained from other sources.

The level of classified access and safeguarding required shall be indicated on DD-254 or

other appropriate form incorporated into each task order requiring access to classified information. Contractors are required to have background investigations for suitability if they occupy positions of trust (e.g., systems administration) even if they do NOT have access to classified information.

Necessary facility and/or staff clearances shall be in place prior to issuance of a task order under this contract.

OCO will be responsible for ensuring that all applicable agency security clauses are incorporated into each task order; Contractors shall comply with such clauses.

H.16.1 1352.237-71 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce Site (High Risk Contracts) (March 2000)

Prescription:

Use the following clause in all service contracts classified as high risk, which will be performed on or within Government premises

a. Security Processing Requirement

All contractor (and subcontractor) personnel proposed to work on the premises of a Department of Commerce site under this contract must undergo security processing by the Department's Office of Security (OSY) before he or she is eligible to work on the premises of the Herbert C. Hoover (HCH) Building or other buildings used for Department operations.

b. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)

Non-U.S. citizens to be employed under this contract must:

- (1) Have legal visa status with the Immigration and Naturalization Service (INS);
- (2) Have advance approval from the servicing Security Officer in consultation with the Office of Security. (The Office of Security routinely consults with appropriate agencies regarding the use of non-U.S. citizens on contracts and can provide up-to-date information concerning this matter.)

c. Submittal Requirements

The Contractor must complete and submit the following forms to the Contracting Officer's Representative (COR), who will review and forward them to the cognizant Security Officer:

A Standard Form 85P (SF-85P)--Questionnaire for Public Trust Positions A
Form FD-258 (Fingerprint Chart with OPM ORI number)

Upon completion of the security processing, OSY, through the Security Officer and the

COR, will notify the Contractor in writing of the individual's eligibility to be given access to the HCH Building or other DOC buildings.

Security Processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. It is the option of OSY to repeat the security processing on any contract employee at its discretion.

d. Notification of Disqualifying Information

If OSY receives disqualifying information on a contract employee, the Contractor, upon notification of such, must immediately remove the employee from duties, which require access to DOC facilities.

Individuals may be barred from working on the premises of a facility for any of the following:

- (1) Conviction of a felony or a crime of violence or of a misdemeanor involving moral turpitude.

Falsification of information entered on security screening forms or on other documents submitted to the Department.

Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.

Any behavior judged to pose a potential threat to departmental personnel or property.

Failure to comply with the requirements may result in termination of this contract, or removal of some contracted employees from DOC facilities. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to classified information.

H.16.2 CAR 1352.209-72 RESTRICTIONS AGAINST DISCLOSURES (MAR 2000)

- a. The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to these employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect breach of this requirement.

- b. The Contractor agrees that it will not disclose any information described in subsection a to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of clause)

H.16.3 CAR 1352.239-73 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES

- (a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to DOC's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:
- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>);
 - (2) The Office of Management and Budget (OMB) Circular A- 130, Appendix III, *Security of Federal Automated Information Resources*, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information" and;
 - (3) The Computer Security Act of 1987 (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 a of title 5, Unites States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

For purposes of this clause, the term "Classified" is defined by the guidance set forth in:

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>).
- (2) The *DOC Security Manual, Chapter 18* (<http://www.osec.doc.gov/osyl/>).
- (3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an

Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the Contractor.

(b) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the DOC *Information Technology Management Handbook* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>), or equivalent/more specific agency or bureau guidance as specified immediately hereafter [insert agency or bureau specific guidance, if applicable].

(c) For all Contractor-owned systems for which performance of the contract requires interconnection with a DOC network or that DOC data be stored or processed on them, the Contractor Shall:

(1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 *et seq.*) and the Federal Information Security Management Act of 2002, Pub. L. No.107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and DOC policies and procedures that include, but are not limited to:

(a) OMB Circular A-130, *Management of Federal Information Resources*, Appendix III, *Security of Federal Automated Information Resources* (<http://csrc.nist.gov/secplcy/a130app3.txt>);

(b) National Institute of Standards and Technology Special Publication 800-18, *Guide for Developing Security Plans for Information Technology Systems* (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>) ; and

(c) DOC Procedures and Guidelines in the *Information Technology Management Handbook* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>).

(d) National Industrial Security Program Operating Manual (NISPOM) for

classified systems (<http://www.dss.mil/isec/nispom.htm>); and

(e) [Insert agency or bureau specific guidance].

(2) Within 14 days after contract award, the contractor shall submit for DOC approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in *DOC IT Security Program Policy*, Sections 3.4 and 3.5 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>).

The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the DOC IT Security Manager, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract. DOC will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined in *DOC IT Security Program Policy*, Sections 3.4 and 3.5 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>) may result in termination of the contract.

(d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

H.16.4 CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/ SUBCONTRACTOR PERSONNEL FOR ACCESSING DOC INFORMATION TECHNOLOGY SYSTEMS

(a) Contractor personnel requiring any access to systems operated by the Contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*. DOC shall provide screening using standard personnel screening forms, which the Contractor shall submit to the DOC Contracting Officer's Representative (COR) based on the following guidance:

1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information system require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.

2) Contract personnel performing work designated Contract Moderate Risk who

are not performing IT-related contract work do not require a favorable preemployment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.

3) Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.

4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days but is less than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.

5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract.

The security forms may be obtained from the cognizant DOC security office servicing your bureau, operating unit, or Departmental office. At the option of the government, interim access to DOC IT systems may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract by the Contracting Officer.

(b) Within 5 days after contract award, the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual IT security awareness training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with *DOC IT Security Program Policy*, section 3.13 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>). The COR will inform the Contractor of any other available DOC training resources.

(c) Within 5 days of contract award, the Contractor shall provide the COR with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR), 1352.209- 72, *Restrictions Against Disclosures*.

(d) The Contractor shall afford DOC, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(e) The Contractor shall incorporate this clause in all subcontracts that meet the

conditions in paragraph (a) of this clause.

(End of clause)

H.17 CONTRACTOR STAFF TRAINING

The Contractor shall provide fully trained and qualified, experienced technical personnel (including replacement personnel) as required for the continued acceptable performance of each task order. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the Contractor at its own expense.

H.18 AWARD FEE PLAN/AWARD FEE

- a. For any Task Orders issued with award fee provisions, the individual task order shall contain the applicable Award Fee Plan.
- b. At a minimum, the Award Fee clause shall contain the following:
 1. Performance measures
 2. Schedule for determination of award fee earned
 3. Amount of the award fee to be earned

H.19 TASK ORDER SUBCONTRACTORS

Because of the wide diversity of work possible under COMMITS NexGen, the potential ten-year contract life, and the rapidly changing nature of information technology, the Government recognizes that the Contractor may need to use many different subcontractors to meet specific customer needs.

For the purposes of COMMITS NexGen, "mandatory subcontractor" is defined as any subcontractor, team member, or consultant (at any tier) designated by the prime Contractor as being necessary for technical consideration (i.e., technical evaluation) by the Government in its selection decision for each task order.

A subcontractor designated as "mandatory" for a task order shall not be replaced on that task order without the written approval of the OCO. Any subcontractor not specified in a task order as being "mandatory" shall be considered "non-mandatory". "Non-mandatory" subcontractors may be proposed on a task order and shall be considered for cost evaluation purposes but shall not be considered in the technical evaluation.

H.20 HARDWARE/SOFTWARE ACQUISITION

COMMITS NexGen is a "Solutions Based Contract." This contract encompasses everything from the analysis of hardware/software implementation to ongoing operational support of an IT solution. Inclusion of hardware/software acquisition on a task order is within the scope of the contract. However, hardware/software included must be related to the solution being acquired under the task order.

The preponderance of the task order requirement shall be for IT services over the task order lifecycle. Generally speaking task orders containing more than fifty percent (50%) hardware/non IT services shall not be awarded using the COMMITS NG contract vehicle

H.21 CONTRACT ADMINISTRATION SUPPORT

COMMITTS NexGen Contractors are hereby notified that the Government may utilize Contractors to assist in the administration of the COMMITTS NexGen contract. Any outside contractor employees will be required to sign a certificate of non-disclosure certifying that they will not disclose any procurement sensitive or proprietary business information obtained in the course of their duties and will use such information only for official purposes in the performance of the support contract required to do by law. By execution of this contract, the Contractor hereby provides its assent to the Government's use of a contractor to provide contract administration support.

(End of Section H)

I.1 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 it were in full text. The applicable clauses will be incorporated into the individual Task Orders pursuant to the Master Contract. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the U RL: <http://www.ARNet.gov/far>.

FEDERAL ACQUISITION REGULATION CLAUSES

<u>CLAUSE</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.202-01	Definitions	JUL 2004
52.203-03	Gratuities	APR 1984
52.203-05	Covenant against contingent Fees	APR 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-07	Anti-Kickback Procedures	JUL 1995
52 203-08	Cancellation, Rescission & Recovery of Funds for Illegal or improper Activity	JAN 1997
52 203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2007
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	MAR 2009
52.204-02	Security Requirements	AUG 1996
52.204-04	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.204-11	American Recovery and Reinvestment Act – Reporting Requirements	MAR 2009
52.209-6	Protecting Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-05	Material Requirements	AUG 2000
52.212-4	Contract Terms and Conditions – Commercial Items	MAR 2009
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items	MAR 2009
52.215-02	Audit and Records — Negotiation	MAR 2009
52.215-2	Alternate I	MAR 2009
52.215-08	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 – Modification	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversion	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits Other Than Pensions (PRB)	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information	OCT 1997

52.215-21	Other Than Costs or Pricing Data - Modifications Requirements for Cost or Pricing Data or Information Other Than Costs or Pricing Data – Modifications (OCT 1997) Alternate III	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information other Than Costs or Pricing Data – Modifications (OCT 1997) Alternate IV	OCT 1997
52.216-07	Allowable Cost and Payment	DEC 2002
52.216-08	Fixed Fee	MAR 1997
52.216-10	Incentive Fee	MAR 1997
52.216-16	Incentive Fee Revision — Firm Target	OCT 1997
52.216-17	Incentive Price Revision - Successive Targets	OCT 1997
52.217-02	Cancellation Under Multiyear Contracts	OCT 1997
52.217-08	Option to Extend Services	NOV 1999
52.217-09	Option to Extend the Term of the Contract	MAR 2000
52.219-06	Notice of Total Small Business Set-Aside	JUN 2003
52.219-08	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations on Subcontracting	DEC 1996
52.219-28	Post Award Small Business Program Rerepresentation	APR 2009
52.222-2	Payment for Overtime Premiums	JUL 1990
52.222-03	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action for Workers Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act of 1965, as Amended	NOV 2007
52.222-43	Fair Labor Standards Act and Services Contract Act Price Adjustment	NOV 2006
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
52.222-47	RESERVED	
52.222.48	Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, And/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment — Contractor Certification	FEB 2009
52.222-49	Service Contract Act-Place of Performance Unknown	MAY 1989
52.222.50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-05	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-06	Drug Free Workplace	AUG 2003
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223.16	IEEE 1680 Standard for the Environmental Assessment	

	of Personal Computer Products	DEC 2007
52.224-01	Privacy Act Notification	APR 1984
52.224-02	Privacy Act	APR 1984
52.225-01	Buy American Act — Supplies	FEB 2009
52.225-03	Buy American Act — North American Free Trade Agreement - Israeli Trade Act	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-21	Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act – Construction Materials	MAR 2009
52.225-22	(provision) Notice of Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act – Construction Materials	MAR 2009
52.225-22	Alternate I	MAR 2009
52.225-23	Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act – Construction Materials Under Trade Agreements	MAR 2009
52.225-23	Alternate I	MAR 2009
52.225-24	(provision) Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act – Construction Materials Under Trade Agreements	MAR 2009
52.225-24	Alternate I	MAR 2009
52.225-24	Alternate II	MAR 2009
52.226-01	Utilization of Indian Organizations and Indian Owned Economic Enterprises	JUN 2000
52.227-01	Authorization and Consent	DEC 2007
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-03	Patent Indemnity	APR 1984
52.227-14	Rights in Data – General	DEC 2007
52.227-16	Additional Data Requirements	JUN 1987
52.227-17	Rights in Data - Special Works	DEC 2007
52.228-05	Insurance - Work on a Government Installation	JAN 1997
52.228-07	Insurance - Liability to Third Persons	MAR 1996
52.229-03	Federal, State, and Local Taxes	APR 2003
52.230-02	Cost Accounting Standards	OCT 2008
52.230-03	Disclosure and Consistency of Cost Accounting Practices	OCT 2008
52.230-06	Administration of Cost Accounting Standards	MAR 2008
52.232-01	Payments	APR 1984
52.232-07	Payments under Time-and-Materials and Labor-Hour Contracts	FEB 2007
52.232-08	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	MAY 1984
52.232-16	Progress Payments	APR 2003
52.232-17	Interest	OCT 2008
52.232-18	Availability of Funds	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
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 2008
52.232-25	Prompt Payment — Alternate I	FEB 2002
52.232-32	Performance-Based Payments	JAN 2008
52.232-33	Payment by Electronic Funds Transfer — Central Contractor Registration	OCT 2003
52.233-01	Disputes	JUL 2002
52.233-01	Disputes - Alternate I	DEC 1991
52.233-03	Protest after Award	AUG 1996
52.233-03	Protest after Award (AUG 1996) - Alternate I	JUN 1985
52.237-02	Protection of Government Buildings, Equipment and Vegetation	APR 1984
52.237-03	Continuity of Services	JAN 1991
52.239-01	Privacy or Security Safeguards	AUG 1996
52.242-01	Notice of Intent to Disallow Costs	APR 1984
52.242-03	Penalties for Unallowable Costs	MAY 2001
52.242-04	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-01	Changes - Fixed Price	AUG 1987
52.243-01	Changes - Fixed Price - Alternate I	APR 1984
52.243-01	Changes - Fixed Price - Alternate II	APR 1984
52.243-02	Changes - Cost Reimbursement	AUG 1987
52.243-02	Changes - Cost Reimbursement - Alternate I	APR 1984
52.243-02	Changes - Cost Reimbursement - Alternate II	APR 1984
52.243-03	Changes - Time-and-Materials or Labor-Hours	SEP 2000
52.243-07	Notification of Changes	APR 1984
52.244-02	Subcontracts	JUN 2007
52.244-02	Subcontracts (AU 1998) — Alternate I	JUN 2007
52.244-05	Competition in Subcontracting	DEC 1996
52.244-06	Subcontracts for Commercial Items	MAR 2009
52.245-01	Government Property	JUN 2007
52.245-02	Government Property Installation Operation Services	JUN 2007
52.245-05	RESERVED	
52.245-09	Use and Charges	JUN 2007
52.246-25	Limitation of Liability – Services	FEB 1997
52.248-01	Value Engineering	FEB 2000
52.249-02	Termination for Convenience of the Government (Fixed Price)	MAY 2004
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-06	Termination (Cost-Reimbursement)	MAY 2004
52.249-06	Termination (Cost-Reimbursement) — Alternate IV	SEP 1996
52.249-08	Default (Fixed-Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-01	Government Supply Sources	APR 1984
52.253-01	Computer Generated Forms	JAN 1991

I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the **Source Selection Authority** and shall not be binding until so approved.

(End of clause)

I.3 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (JUL 1995)

As prescribed in 9.409(b), insert the following clause:

Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

I.4 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

As prescribed in 15.408(k), insert the following clause:

Notification of Ownership Changes (Oct 1997)

(a) The Contractor shall make the following notifications in writing:

(1) 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.

(2) 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.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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

(End of clause)

I.5 FAR 52.216-18 ORDERING - (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of Delivery Orders or Task Orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through expiration of the contract including all options.

(b) All Delivery Orders or Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Delivery Order or Task Order and this contract, the contract shall control.

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

(End of clause)

I.6 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 45 million dollars.

(2) Any order for a combination of items in excess of 45 million dollars.

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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 paragraph (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.

(End of clause)

I.7 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services 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 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 or provide any services under this contract after one (1) year after expiration of this contract.

(End of clause)

I.8 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR

2000)

- a. The Government may extend the term of this contract by written notice to the Contractor within **60 calendar days** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 calendar 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 for the contract ordering period shall not exceed beyond **20 Jan 2011** and the period of performance for all task order option periods shall not extend beyond **20 Jan 2016**

(End of clause)

(End of Section I)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment J-1 COMMITS NexGen Fair Opportunity Competitive Procedures

Attachment J-2 Monthly Project Status Report (MPSR)

Attachment J-3 COMMITS NexGen Task Order Subcontract Report Instructions

Attachment J-4 Employee/Contractor Non-Disclosure Agreement Form

Attachment J-5 Management Information System – Future CAF collection Procedures

ATTACHMENT J-1

COMMITTS NexGen Fair Opportunity Competitive Procedures

In accordance with FAR 16.505, the fair opportunity to be considered competitive procedures for the COMMITTS NexGen program is provided below.

As an overview, the basic COMMITTS NexGen fair opportunity competitive process begins when an information technology need is identified. A performance based (when appropriate) Statement of Requirements (SOR), with source selection criteria is prepared. Additionally, the requiring agency and Commerce Information Technology Solutions Office (CITS) define the roles and responsibilities of the government parties in a task order management plan. The SOR is offered to the appropriate COMMITTS NexGen contract holders according to tier to determine if they wish to submit a task order proposal. The requesting activity evaluates the submitted task order proposals, and based on an evaluation of the proposal against the previously developed evaluation criteria, the delivery order is awarded to the "best value" Contractor.

In the event, the Department of Commerce delegates ordering authority through this vehicle, the ordering agency must abide by the Department of Commerce ordering procedures.

The following processes represent general guidelines. The process for each effort can be tailored to fit the needs of the customer.

Procedure 1

Step 1: Identify Need

Identifying the need for information technology solutions is the first step in the COMMITTS NexGen process. This task is the responsibility of the requiring activity (the customer). If an activity recognizes the need for information technology solutions, they should first contact the COMMITTS program office. The program office will provide guidance and instructions on the use of the COMMITTS NexGen contracts. The program office will, if needed, assist with the development of the full Statement of Requirements, and provide the necessary resources to fully describe the technical requirements of the task, to ensure successful competition and award of the delivery order. During this step the reimbursable charge to non-DOC customers will be discussed. The charge will be tailored to fit the amount of effort the customer requires of the CITS office to satisfy their requirement.

Step 2: Address Scope Issues, if any

This is the responsibility of the CITS office, in conjunction with the COMMITTS

NexGen Contracting Office. This step is necessary to ensure that the anticipated requirements are within the scope of the COMMITS NexGen contracts. While this step is necessary, given the scope of work envisioned by the basic contracts, and the solution based structure, it is anticipated that only requirements that do not in some manner call for information technology would be considered outside the scope of the COMMITS NexGen contract.

Step 3: Prepare Statement of Requirement (SOR), Source Selection Criteria, and Task Order Management Plan

As the title implies, the Statement of Requirements presents the requesting activities requirements. It is this document, along with the source selection criteria, that Contractors will use to prepare proposals for evaluation. The SOR is the most important document in the process. The SOR must fully detail the entire requirement, as that will be the primary source of information used by the Contractors to prepare their proposals. The SOR should not just be limited to technical details: logistics requirements, data deliverables, special instructions or conditions should also be described. For information technology services, it is important that the SOR be written as a performance based requirement. Preparation of the SOR and the source selection criteria is the responsibility of the requiring activity unless the activity requests the CITS office support.

Following the solution based structure, the COMMITS NexGen contracts have no contract pricing. This gives Contractors the latitude to propose various solutions which that they feel will give the best value to the Government, at the time of requirement. Requesting activities are encouraged to perform market research in drafting the SOR. This could include seeking and receiving input or suggestions from the COMMITS NexGen Contractors as well as other sources. However, COMMITS NexGen Contractors are prohibited from preparing Statements of Requirements.

Preparation of the Source Selection Criteria will also be accomplished by the requiring activity. These criteria may be different for each SOR, but may include Price, Technical Solution, Management Approach, Past Performance and/or Small Business Participation.

In addition to identifying the evaluation criteria, the requesting activity can further identify the functional area, and category they wish for the fair opportunity competition to take place. For example, the nature of the requirement should identify which functional area would be best to request a solution, e.g., Information System Security Support Services. Within the functional area, the requesting activity can further identify the category (i.e., small, small disadvantaged, small disadvantaged 8(a), or small women-owned business) they want the competition to be conducted. This allows

the requesting activity to select and receive acquisition credit based on the selected category's status.

Finally, the requesting activity with assistance of the CITS office will develop a task order management plan. This plan will identify the specific responsibilities of each party in performing contract administration functions. The plan will further serve as a statement of work for any efforts to be performed by the CITS office.

Step 4: Release Statement of Requirements via Internet

In keeping with the CITS office's intent to minimize the flow of paper, the requiring activity will send the completed SORs and source selection evaluation criteria to the CITS office for electronic release to COMMITTS NexGen Contractors. The CITS office will use the COMMITTS NexGen website for release of the SOR, source selection criteria, and other instructions to the COMMITTS NexGen Contractors.

Each SOR will be offered to the identified COMMITTS NexGen category Contractors in accordance with the requirement for fair opportunity to be considered as described in the Federal Acquisition Regulation (FAR) 16.505(b). The CITS office cannot direct an award to a specific COMMITTS NexGen Contractor unless one of four exemptions in FAR 16.505(b)(2) applies. These exemptions are:

1. The agency's need for such supplies or services is of such urgency that providing such an opportunity would result in unacceptable delays.
2. Only one such Contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
3. The order should be issued on a sole-source basis in the interest of economy and efficiency as logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
4. Necessary to satisfy a minimum order.

Step 5: Respond to SOR

After release of the SOR via the Internet, those Contractors interested in submitting a proposal will provide detailed proposals in accordance with the suspense date provided and await Government evaluation.

In crafting solutions to specific task order requirements, the COMMITTS NexGen Contractors will have access to the General Services Administration's (GSA) Federal Supply Schedules (FSS). The Government will authorize the COMMITTS NexGen Contractors to use the FSS contracts to

take advantage of the significant quantity discounts available to the Government. Small businesses may not be able to match the Government's buying power or achieve similar discounts. It is in the best interest of the Government to allow COMMITS NexGen Contractors the opportunity to use the FSS contracts for each proposed task order solution.

Step 6: Evaluate Responses to SOR

Proposal evaluation will be conducted by the requiring activity. The CITS office can assist in the evaluation as necessary. Each evaluation shall be conducted in accordance with the established evaluation criteria. The requiring activity is responsible for selecting the best value Contractor. An evaluation report will be provided to the CITS office with the results of the evaluation.

Step 7: Award Task Order

If award authority has been delegated, the requiring activity places the task order with the selected Contractors. Copies of the task order will be provided to the CITS office.

If award authority remains with the COMMITS NexGen contracting officer, the requesting activity forwards their appropriate funding document, to the CITS office. Based on the selection decision, the COMMITS NexGen contracting officer will award the task order to the successful Contractor. Successful offerors will be notified and arrangements will be made for work to begin. In either case, the funding agency will receive award credit for the category of business selected (i.e., small, small disadvantaged, small disadvantaged 8(a), and small women-owned).

Step 8: Execute Task Order

Unless the agency requests CITS office support, the responsibility for managing the delivery order resides with the requiring activity. The requiring activity's responsibilities will be spelled out in the task management plan. At a minimum, the requiring activity will be responsible for completing past performance reports which will be sent the Contractor for comment and then to the CITS office. These performance reports will be maintained in a past performance database, to be used for future task order evaluations, and general reporting requirements.

Step 9: Acceptance of Product and/or Service.

When the work is completed, the requiring activity accepts the products and services via the appropriate acceptance document.

Procedure 2

Use of the multi-phased approach often reduces the number of offers to review, increasing end-point control.

Phase One

1. Determine the appropriate tier for the requirement based on life cycle value and identify the contractors who must be provided a fair opportunity to be considered
2. Develop a requirement synopsis
 - Include salient characteristics of the specific requirement (e.g. security clearance, specialized information, certifications, deliverables, response requirements)
 - The synopsis should instruct contractors on how to respond and provide a response deadline
 - Instruct contractors that failure to respond to an opt in/opt out opportunity, per the synopsis instructions, is considered to be opting out
3. Transmit the phase one notice/synopsis to the entire list of industry partners in the appropriate tier or tiers to determine their interest in the acquisition. Please note the tier competition requirements below:
 - T1 primes shall be included in every solicitation
 - T2 primes shall be included in every solicitation over \$5M
 - T3 primes shall be included in every solicitation over \$40M
 - Incumbency Policies apply-please contact the COMMITS NG PCO for additional information on re-compete projects previously awarded under the COMMITS NG contract
4. Maintain a record of all transmittals and responses to document the use of fair opportunity procedures. Promptly investigate any failed transmittals.
5. A non-response to a phase one synopsis by an industry partner (by the identified response deadline) indicates no interest in the acquisition and eliminates that industry partner from further participation in that requirement as a prime contractor.
6. Note-cancellation of the phase one notice/synopsis is treated as cancellation of the solicitation.

Phase 2

The OCO shall then send the full solicitation to all eligible contractors that have opted in

Monthly Program Status Report (SAMPLE)**1.0 Contract Overview Charts**

TO Number	TO Type	TO Value Without Options	TO Value With Options	Cost Status	Schedule Status	Quality Status
T990001	CPFF	\$100,000	\$ 600,000	GREEN	GREEN	GREEN
T990002	FFP	\$200,000	\$ 700,000	GREEN	YELLOW	GREEN
T990003	CPAF	\$300,000	\$ 800,000	GREEN	BLUE	GREEN
T990004	T&M	\$400,000	\$ 900,000	RED	GREEN	GREEN
T990005	FPAF	\$500,000	\$1,000,000	GREEN	GREEN	BLUE

The Contractor will evaluate each active task order and provide a subjective rating of cost, Schedule and quality status using the following color coding by task order:

Blue = Outstanding Green = Acceptable Yellow = Minor Problem Red = Major Problem

A red or yellow entry in the cost, schedule or quality status columns requires separate narrative comment in Section 3.0 of this report.

2.0 Major Accomplishments and Milestone Achievements

Where applicable, the Contractor will provide narrative summarizing major accomplishments and milestones achieved.

3.0 Problem Identification and Corrective Actions

For each red or yellow area identified in Section 1.0 of this report, the Contractor will provide a narrative describing the problem, its impact, the corrective actions being taken to remedy the problem, and any other pertinent information.

Attachment J-3

COMMITTS GWAC Subcontracting Report Instructions

All Industry Partners are required to submit a subcontracting report semi-annually by individual task order by filling in the Subcontracting Report template. The reporting period runs from October through March with reports due April 30th and from April to September with reports due by October 31st. These reports are reviewed by the Small Business GWAC Center staff for compliance with FAR 52.219-14, Limitations on Subcontracting. These reports are a mandatory requirement of the contract, negative responses are required. An industry partner's failure to comply with this obligation will result in corrective action, i.e., performance improvement plan, option not exercised, and possible termination of contract. **The reports may be faxed or sent by e-mail attachment; both require a signature from the contract manager.**

It is the Industry Partner's responsibility to verify the current format and requirements of the Subcontracting Report at www.gsa.gov/commits.

<u>Reporting period:</u>	<u>Report Due:</u>
October 1 to March 31	April 30
April 1 to September 30	October 31

Please refer to G.12 and G.13 of the contract, and also FAR 52.244-2 for reporting requirements. Subcontractor approval is not required at the contract level.

Prime contractors are responsible for performing greater than 50% of the work at the contract level per FAR 52.219-14, and should perform a meaningful amount on each order to prevent pass through situations.

It is reasonable and routine that on larger tasks small business prime contractors may significantly rely upon capacity building through subcontracting with other small business firms to provide scalability in the early stages of performance. It is reasonable to consider the total prospective life cycle of an order, including options, when evaluating how much work the small business prime and small business subcontractors, if any, plan to perform for a given task order. This life cycle perspective permits small business primes to use their judgment in teaming to fulfill customer requirements, and to manage the expected small business participation over the full span of an order.

The actual report includes enough sheets for several tasks. Remove blank sheets as applicable or add sheets to accommodate more orders if necessary.

For the applicable contract clauses, see your COMMITTS GWAC contract or the Contract Library at www.gsa.gov/commits.

Employee/Contractor Non-Disclosure Agreement Form

A Quotation from USC Title 18, Section 1905:

“Whoever, being an officer or employee of the United State or of any department or agency thereof, publishes, divulges, discloses, or makes known in any manner or to any extent not authorized by law any information coming to him in the course of this employment of official duties or by reason of any examination or investigation made by, or return, report or record made to or filed with, such department or agency or officer or employee thereof, which information concerns or relates to the trade secrets, processes, operation, style of work, or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation or association; or permits any income return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person except as provided by law; shall be fined not more than \$1,000 or imprisoned not more than one year, or both; and shall be removed from office or employment.”

I, as a government employee or official Government contractor employee, certify that I will not disclose, publish, divulge, release, or make known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, the content of any procurement sensitive information provided during the course of my employment. I understand that for the purpose of this agreement, procurement sensitive information is to include procurement data, contract information, plans, and strategies.

I hereby certify that I have read the non-disclosure agreement described above and I am familiar with the directives and policies governing the disclosure of procurement sensitive information. I will fully and completely observe these directives and will not disclose such information to any unauthorized person, or use any information obtained for private use or gain.

NAME (Please Print)

SIGNATURE

DATE

ORGANIZATION/AFFILIATION

CONTRACT NO.

**CONTRACTOR SALES REPORTING AND CONTRACT ACCESS FEE REMITTANCE
(March 2008)**

(a) Sales Reporting

The Contractor shall electronically register and report all sales under this contract at <http://its.sgsa.gov> in the GWAC Management module. Instructions are included at the website.

The contractor shall accurately report the dollar value, in U. S. dollars and rounded to the nearest whole dollar, by calendar quarter (January 1–March 31, April 1–June 30, July 1–September 30, and October 1–December 31).

The contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the “Treasury Reporting Rates of Exchange” issued by the U.S. Department of Treasury, Financial Management Service. The contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Services, International Funds Branch, Telephone: 202-874-7994, Internet: <http://www.fms.treas.gov/intn.html>.

The report is due within 30 calendar days following the end of the reporting quarter. The contractor shall continue to furnish quarterly reports, including “zero” sales, as follows:

1. Final invoice submission for all fixed price, time-and-materials and labor hour orders
2. Final closeout of all cost-reimbursement orders

Reporting will be by contract at the Task Order level. Reports for multiple contracts shall not be consolidated.

Failure to submit required reports or the falsification of reports is sufficient cause for the Government to terminate the contract for default under the termination provisions of this contract.