

**Section A**  
**Contract Form**

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## **Section B**

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

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

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

#### **B.1.2 RESERVED.**

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

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

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

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

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

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

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

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

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

**B.4.1** Pursuant to FAR 16.504(a), the total maximum quantity of all supplies and services ordered against the Master Contract (for all awardees combined) will not exceed \$50 Billion, including any Master Contract options. The Government may increase the Master Contract ceiling / maximum value unilaterally in order to ensure the availability of the Master Contract for the entire ordering period.

**B.4.2** The total minimum guarantee at the Master Contract level is \$250 per awardee. The minimum guarantee will be considered satisfied when an awardee receives task order work valued at or over \$250.

The exercise of a Master Contract option does not re-establish the minimum guarantee. Basic Contract awardees without \$250 or more in Orders have a maximum of 60 calendar days after the expiration of their contract, or termination for the Government's convenience, to request its minimum guarantee in writing from the STARS III Contracting Officer. Termination for default will result in forfeiture of the minimum guarantee.

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

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

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

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

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

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

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

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

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

## **B.7 Order Types**

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

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

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

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

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

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

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

### **B.8.1 Fixed Price Order Type**

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

### **B.8.2 Incentive Order Type**

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

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

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

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

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

**B.8.3.4** Master Contract maximum labor rates were established based on Order performance in the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA area as defined by the U.S. Office of Personnel Management (OPM). Ordering agencies may adjust labor rates on Orders with a place of performance outside the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA area based on current geographic locality areas and differentials as published annually by OPM. These areas and rates are subject to change. See Attachment J-3 for localities and differentials as of January 2020 and the GWAC Ordering Guide for the most current information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section C**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C.3 Ancillary Support**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Section E Inspection and Acceptance

### E.1 52.252-2 Clauses - (FEB 1998)

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

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

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

### E.2 Inspection and Acceptance

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

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

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

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

**Section F**  
**Deliveries or Performance**

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

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

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

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

**F.2 Master Contract Ordering Period**

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

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

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

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

	Master Contract Ordering Period								Task Order Performance beyond Contract Ordering Period (No new Orders allowed)				
	Base Ordering Period					Option Ordering Period							
Contract Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Dates	7-2-21 to 7-1-22	7-2-22 to 7-1-23	7-2-23 to 7-1-24	7-2-24 to 7-1-25	7-2-25 to 7-1-26	7-2-26 to 7-1-27	7-2-27 to 7-1-28	7-2-28 to 7-1-29	7-2-29 to 7-1-30	7-2-30 to 7-1-31	7-2-31 to 7-1-32	7-2-32 to 7-1-33	7-2-33 to 7-1-34

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

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

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

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

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

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

**F.4 Contract Deliverables Summary**

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

ID	Reference	Deliverable Title	Frequency	Deliver To
1	G.5	Contractor's Program Manager	Due within 30 calendar days after the Notice to Proceed and/or any change	S3@gsa.gov and Government Designated Systems
2	G.7	Contractor Webpage	Due within 30 calendar days after the Notice to Proceed and periodic updates	Contractor Webpage, notice to S3@gsa.gov
3	G.8	Establish a shared company email address	Due within 30 calendar days after the Notice to Proceed	S3@gsa.gov
4	G.17	Order Award and Modification Data	Due within 30 calendar days after the month the document was signed by the OCO	Government Designated System
		Invoice Data	Due within 30 calendar days after the month in which the invoice(s) was paid	
		Zero Invoice Data	Due by end of each calendar month if no invoices were paid	
		CAF Remittance Data	Due within 30 calendar days after the month in which the CAF was paid	
		Missing or Inaccurate data	Data corrections are due within ten (10) calendar days of notification, or as directed by the GWAC Program	

5	G.17.4	Order Verification and Validation	Within 6 months after task order period of performance ends	Government Designated System
6	G.18	CAF Remittance	CAF must be paid within 30 calendar days following the month in which the invoice is paid.	Government Designated System
7	G.19	Subcontracting Reports	Subcontracting data must be current no later than 30 calendar days after each annual reporting period	Government Designated System
8	G.20	Annual SCRM Plan Update	No later than 30 calendar days after the end of each contract year	S3@gsa.gov
9	G.21	Data Calls	Occasional surveys, due as indicated in request	As indicated in request
10	<b>RESERVED</b>			
11	FAR 52.222-50	Combating Trafficking in Persons	Annually from contract award date if applicable	S3@gsa.gov

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

## **Section G**

### **Contract Administration Data**

#### **G.1 General**

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

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

Pursuant to FAR 16.504(a)(4)(v), use of this contract is limited to Executive Agencies and other Federal Government entities (*for reference, see GSA ORDER OGP 4800.21, Eligibility to use GSA Sources of Supply and Services (and any future versions)*). The GSA Order is publicly available and accessible for review on GSA's website <http://www.gsa.gov/directives-library>

#### **G.3 Ombudsman**

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

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

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

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

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

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

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

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

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

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

**G.4.3.2** The OCO for each Order is the sole and exclusive Government official with actual authority to take actions which may bind the Government for that Order. No work may be performed; no debt or obligation accrued, and no payment may be made except as authorized by a bona-fide written order signed by an OCO holding a written STARS III DPA.

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

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

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

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

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

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

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

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

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

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

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

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

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

**G.7.3** This webpage at a minimum, must conform to the relevant accessibility standards referenced in Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, Section 1194.22, Web-based Intranet and Internet Information and Applications.

## **G.8 Electronic Communications**

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

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

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

## **G.9 Meetings**

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

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

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

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

## **G.10 Ordering Procedures**

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

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

work (SOW), performance work statement (PWS) or statement of objectives (SOO)). Per FAR 19.102(b), all Orders must reference the applicable NAICS code which best describes the principal purpose of the IT services being acquired.

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

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

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

## **G.11 Fair Opportunity**

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

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

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

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

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

**G.12.1** In accordance with Section 8(a) of the Small Business Act and FAR subpart 19.8, Orders may be awarded on a sole source basis to any 8(a) STARS III contractor up to the 8(a) competition threshold based on the contractor's self-marketing efforts or past performance, subject to the requirements at G.13. The OCO must make a determination of price reasonableness and have the authority to make award decisions for each order.

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

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

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

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

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

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

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

## **G.16 Subcontracting Considerations**

**G.16.1** FAR Clause 52.219-14 (SEP 2021) is applicable to the STARS III contract. STARS III contract holders are expected to perform a meaningful amount of work/add significant readily identifiable value on each Order to prevent pass-through situations. Contractor compliance with the Limitations on Subcontracting will be a factor in determining whether a contractor's Master Contract option is exercised.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section H**

### **Special Contract Requirements**

#### **H.1     *RESERVED.***

#### **H.2     Marketing**

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

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

#### **H.3     Organizational Conflict of Interest**

The guidelines and procedures of FAR subpart 9.5 will be used in identifying and resolving any issues of organizational conflict of interest at the Order level. In the event that an Order requires activity that would create an actual or potential conflict of interest, the Contractor must identify the potential or actual conflict to the OCO for review per FAR subpart 9.5.

#### **H.4     Permits**

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

#### **H.5     Information Assurance (IA)**

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

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

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

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

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

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

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

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

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

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

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

- (1) Determine if your company receives federal funds from the Department of Defense either directly as a prime contractor or indirectly via subcontracts, purchase orders, or other contractual agreements. If so, and/or if Civilian agencies adopt the same program, you should be prepared to obtain at least a Level 1 certification.
- (2) Determine whether your company currently or in the future expects to electronically process, store, or transmit CUI in the performance of its defense contracts. If so, you should be prepared to obtain at least a Level 3 certification.
- (3) Review your company's current compliance with NIST SP 800-171 Rev 1 in relationship to your expected CMMC level requirements. Begin drafting a System Security Plan (SSP) in accordance with NIST SP 800-18 Rev 1, If you currently have a Plan of Action and Milestones (POAM) in place or identify additional concerns, dedicate appropriate resources to ensure that progress is being made to close any gaps as quickly as possible. Examine Draft NIST SP 800-171B for

enhanced security requirements to improve cybersecurity maturity capabilities as applicable given the CMMC level you intend to attain.

- (4) Review your company's current compliance with NIST SP 800-161 to include the establishment of a SCRM Plan.
- (5) Investigate your subcontractor base as CMMC and SCRM requirements may flow down to subcontractors, including commercial item subcontractors. It is expected that consent to subcontract at the Order level may also consider subcontractor CMMC level.
- (6) Participate in SCRM and/or CMMC workshops recommended or hosted by GSA.

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

## **H.7 Security Clearances**

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

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

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

## **H.8 Contractor Training**

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

## **H.9 Government Property**

There is no government furnished property associated with the STARS III Master Contract. Any equipment, property, or facilities furnished by the Government, as well as any Contractor-acquired property, must be specified on individual Orders and will comply with applicable requirements, provisions and clauses required by FAR part 45.

## **H.10 Leasing of Real and Personal Property**

The Government contemplates that leases may be part of a solution offered by a Contractor, but the Government, where the Offeror's solution includes leasing, will not be the Lessee. Under no circumstances on any Order issued against this Master Contract will:

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

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

## **H.11 Electronic and Information Technology Accessibility**

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

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

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

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

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

## **H.12 Off Ramp**

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

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

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

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

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

- (1) Failure to meet the minimum contract sales requirement of \$100,000 in awarded Order value during the initial 5 year Master Contract ordering period (H.12.2).
- (2) Re-representing as other than small per FAR 52.219-28, Post-Award Small Business Program Rerepresentation.
- (3) Non-compliance with FAR 52.219-14, Limitations on Subcontracting (SEP 2021). Willful failure or refusal to furnish the required reports, or gross negligence in managing the subcontracting limitation, or falsification of reports constitutes sufficient grounds to terminate the Contractor for Default.
- (4) No longer an active participant in SBA's 8(a) program (e.g. graduated, terminated, or otherwise exited from the program)
- (5) Failure to complete Master Contract reporting in a timely and accurate manner (G.17)
- (6) Failure to remit CAF to the GSA in a timely and accurate manner (G.18)

## **H.13 Onboarding**

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

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

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

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

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

## **H.14 Technical Refreshment**

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

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

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

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

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

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

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

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

**H.17.1** OCOs have the discretion to require a re-representation of the Contractor's size status as a condition of competitive order award. This is not necessary for sole source Orders, as a separate offer and acceptance by the SBA is required per paragraph G.13.

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

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

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

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

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

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

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

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

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

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

## **H.21 Internet Protocol technology**

The Master Contract may result in task orders involving the acquisition of information technologies (IT) using Internet Protocol (IP) technology. The Contractor agrees: (1) all deliverables involving IT using IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development, and implementation available. If the Contractor plans to offer a deliverable involving IT that is not initially compliant, the Contractor must (1) obtain the ordering agency CO's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development, and implementation available. Should the Contractor find the SOW, PWS or specifications of an order does not conform to IPv6 standards, it must notify the OCO of such nonconformance and act in accordance with the instructions of the OCO. Reference NIST SP 500-267Br1 and NIST SP 500-281A revision 1 for additional guidance on IPv6 requirements.

## Section I Contract Clauses

### I.1 General

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

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

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

This contract incorporates one or more clauses by reference, including federal sustainability and environmentally preferable purchasing clauses, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may also be accessed at: [www.acquisition.gov/FAR](http://www.acquisition.gov/FAR) To determine which sustainability related requirements apply to the specific products and/or services provided through this contract, please go to the GSA Green Procurement Compilation at <https://www.gsa.gov/governmentwideinitiatives/federal-highperformance-green-buildings/resource-library/sustainable-acquisition/green-procurementcompilation>

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

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

52.222-35	Equal Opportunity for Veterans	Jun 2020
52.222-36	Equal Opportunity for Workers with Disabilities	Jun 2020
52.222-37	Employment Reports on Veterans	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-46	Evaluation of Compensation for Professional Employees	Feb 1993
52.222-50	Combating Trafficking in Persons	Jan 2019
52.222-54	Employment Eligibility Verification	Oct 2015
52.223-5	Pollution Prevention and Right-to-Know Information	May 2011
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	May 2011
52.223-13	Acquisition of EPEAT®-Registered Imaging Equipment	Jun 2014
52.223-14	Acquisition of EPEAT®-Registered Televisions	Jun 2014
52.223-15	Energy Efficiency in Energy-Consuming Products	May 2020
52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products	Oct 2015
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	Aug 2018
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Jun 2020
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation	Dec 2016
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-1	Buy American-Supplies	May 2014
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act	May 2014
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008
52.225-14	Inconsistency between English Version and Translation of Contract	Feb 2000
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	May 2020
52.227-1	Authorization and Consent	Jun 2020
52.227-3	Patent Indemnity	Apr 1984
52.227-5	Waiver of Indemnity	Apr 1984
52.227-11	Patent Rights-Ownership by the Contractor	May 2014
52.227-13	Patent Rights-Ownership by the Government	Dec 2007
52.227-14	Rights in Data-General	May 2014
52.227-17	Rights in Data-Special Works	Dec 2007
52.227-18	Rights in Data-Existing Works	Dec 2007
52.227-19	Commercial Computer Software License	Dec 2007
52.227-23	Rights to Proposal Data (Technical)	Jun 1987
52.228-5	Insurance-Work on a Government Installation	Jan 1997
52.229-3	Federal, State, and Local Taxes	Feb 2013
52.229-6	Taxes-Foreign Fixed-Price Contracts	Feb 2013

52.232-1	Payments	Apr 1984
52.232-7	Payments under Time-and-materials and Labor-Hour Contracts	Aug 2012
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-1	Disputes	May 2014
52.233-1	Alternate I	Dec 1991
52.233-3	Protest after Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes-Fixed Price-Alternate I	Aug 1984
52.244-2	Subcontracts	Jun 2020
52.244-5	Competition in Subcontracting	Dec 1996
52.245-1	Government Property	Jan 2017
52.245-9	Use and Charges	Apr 2012
52.247-63	Preference for U.S.-Flag Air Carriers	Jun 2003
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Feb 2006
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Apr 2012
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	Apr 1984
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.249-14	Excusable Delays	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

### I.2.1 Acquisition of Commercial Items

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

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

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

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

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

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

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

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

#### **I.4 FAR 52.216-18 Ordering (Aug 2020)**

(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 during the Master Contract Ordering Period as outlined in F.2.

(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) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

### **I.5 FAR 52.216-19 Order Limitations (Oct 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

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

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

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

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

(End of Clause)

### **I.6 FAR 52.216-22 Indefinite Quantity (Oct 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

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

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

(End of Clause)

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

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

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

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

(d) Contracts used by multiple agencies.

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

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

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

(End of Clause)

**I.8 FAR 52.217-8 Option to Extend Services (Nov 1999)**

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

(End of Clause)

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

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

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

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

(End of Clause)

**I.10 FAR 52.219-14 Limitations on Subcontracting (SEP 2021)**

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

(b) *Definition.* “Similarly situated entity,” as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

- (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
- (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to—

- (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
- (4) Orders expected to exceed the simplified acquisition threshold and that are—
  - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are—
  - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that, in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
- (2) Supplies (other than procurement from a non-manufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
- (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), and (3), and (6) of this clause –  
[Contracting Officer check as appropriate.]

By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of Clause)

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

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

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

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

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

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

(End of Clause)

**I.12 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)**

(a) *Definition.* As used in this clause -  
*United States or its outlying areas* means—

(1) The fifty States;

(2) The District of Columbia;

(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;

(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and

(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance*. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.safer.federal.workforce.gov/contractors/>.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of Clause)

**I.13     RESERVED.**

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

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

(End of provision)

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

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

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

(c) The Contractor agrees:

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

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

(End of Clause)

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

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

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

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

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

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

(End of Clause)

**I.17 GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)**

(a) Deviations to FAR clauses.

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

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

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

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

(End of Clause)

**I.18 FAR 52.204-27 Prohibition on a ByteDance Covered Application.**

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

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Information technology*, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive

agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

- (i) Of that equipment; or
- (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition.* Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

#### **I.19 52.204-30 Federal Acquisition Supply Chain Security Act Orders – Prohibition (DEC 2023).**

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

*Covered article*, as defined in 41 U.S.C. 4713(k), means—

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Intelligence community*, as defined by 50 U.S.C. 3003(4), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*National security system*, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

- (b) *Prohibition.* (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSCA orders as follows:
- (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSCA orders apply.
  - (ii) For all other solicitations and contracts DHS FASCSCA orders apply.
- (2) The Contractor shall search for the phrase "FASCSCA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSCA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSCA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSCA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.
- (5) (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSCA order being applied through modification, then the Contractor shall disclose the following:
- (A) Name of the product or service provided to the Government;
  - (B) Name of the covered article or source subject to a FASCSCA order;
  - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
  - (D) Brand;
  - (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
  - (F) Item description;
  - (G) Reason why the applicable covered article or the product or service is being provided or used;
- (ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSCA order and to instead pursue other appropriate action.
- (c) *Notice and reporting requirement.* (1) During contract performance, the Contractor shall review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSCA order(s), or for products or services produced by a source subject to FASCSCA order(s) not currently identified under paragraph (b) of this clause.
- (2) If the Contractor identifies a new FASCSCA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSCA order(s) was provided to the Government or used during contract performance.
- (3) (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSCA order(s) identified in paragraph (b) of this clause, or a new FASCSCA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
- (ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
- (A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.
  - (B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSCA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

- (A) Contract number;
- (B) Order number(s), if applicable;
- (C) Name of the product or service provided to the Government or used during performance of the contract;
- (D) Name of the covered article or source subject to a FASCSCA order;
- (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
- (F) Brand;
- (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (H) Item description; and
- (I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

- (A) Any further available information about mitigation actions undertaken or recommended.
- (B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSCA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSCA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSCA order.

(e) *Subcontracts.* (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSCA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSCA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of clause)

*Alternate I* (DEC 2023). As prescribed in 4.2306(c), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause:

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSCA orders identified by the checkbox(es) in this paragraph (b)(1).

[ Contracting Officer must select either "yes" or "no" for each of the following types of FASCSCA orders:]

Yes  No  DHS FASCSCA Order

Yes  No  DoD FASCSCA Order

Yes  No  DNI FASCSCA Order

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

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

**Attachment J-1  
Performance Requirements Summary**

Refer to Section F for additional information.

<b>Performance Objective</b>	<b>Applicability</b>	<b>Performance Standard</b>
Assignment of Contractor Program Manager	G.5 Contractor STARS III Program Manager	Submission of accurate and complete data within timeframes stated in the contract.
Accessible and current STARS III Contractor webpage	G.7 Contractor Webpage	Fully accessible and updated webpage.
Maintenance of electronic communications channels	G.8 Electronic Communications	Electronic means of communications are kept up to date
Contractor representation at mandatory meetings	G.9 Meetings	Attend all required meetings.
Timely, complete and accurate reporting of Order awards and modifications	G.17 GWAC Order awards and modifications	Submission of accurate and complete data within timeframes stated in the contract.
Timely, complete and accurate submission of invoice data	G.17 Invoice data reporting	Submission of accurate and complete data within timeframes stated in the contract.
Timely, complete and accurate verification of Order data	G.17.4 Order verification and validation	Submission of accurate and complete data within timeframes stated in the contract.
Timely CAF remittance	G.18 CAF Remittance	Paid within 30 calendar days following the month in which the invoice is paid.
Timely, complete and accurate submission of subcontracting data	G.19 Subcontracting reports	Submission of accurate and complete data within timeframes stated in the contract.
Timely and complete submission of updated SCRM plan	G.20 SCRM Plan	Submission of accurate and complete data within timeframes stated in the contract.
Timely and complete submission of surveys and information requests	G.21 GWAC Data Calls	Submission of accurate and complete data by due date.
Timely, complete and accurate submission of representation	FAR 52.222-50 Certification regarding Combating Trafficking in Persons	Annually from contract award date, if applicable

**Attachment J-2 (version 2)**  
**Labor Categories**

**BACKGROUND:**

8(a) STARS III labor categories are identified on the following pages. Labor categories are further subdivided by knowledge/skill level. Definitions of these knowledge/skill levels are as follows:

- **JUNIOR:** Applies fundamental concepts, processes, practices, and procedures on technical assignments. Performs work that requires practical experience and training. Work is performed under supervision.
- **JOURNEYMAN:** Possesses and applies expertise on multiple complex work assignments. Assignments may be broad in nature, requiring originality and innovation in determining how to accomplish tasks. Operates with appreciable latitude in developing methodology and presenting solutions to problems. Contributes to deliverables and performance metrics where applicable.
- **SENIOR:** Possesses and applies a comprehensive knowledge across key tasks and high impact assignments. Plans and leads major technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. Functions as a technical expert across multiple project assignments. May supervise others.
- **SUBJECT MATTER EXPERT (SME):** Provides technical/management leadership on major tasks or technology assignments. Establishes goals and plans that meet project objectives. Has domain and expert technical knowledge. Directs and controls activities for a client, having overall responsibility for financial management, methods, and staffing to ensure that technical requirements are met. Interactions involve client negotiations and interfacing with senior management. Decision making and domain knowledge may have a critical impact on overall project implementation. May supervise others.

## INDIVIDUAL LABOR CATEGORIES

Labor ID #	<b>Business Intelligence Analyst</b>
101	Junior Business Intelligence Analyst
102	Journeyman Business Intelligence Analyst
103	Senior Business Intelligence Analyst
104	SME - Business Intelligence Analyst
<b>Functional Description</b>	
Produce financial and market intelligence by querying data repositories and generating periodic reports. Devise methods for identifying data patterns and trends in available information sources.	

Labor ID #	<b>Computer and Information Research Scientist</b>
111	Junior Computer and Information Research Scientist
112	Journeyman Computer and Information Research Scientist
113	Senior Computer and Information Research Scientist
114	SME - Computer and Information Research Scientist
<b>Functional Description</b>	
Conduct research into fundamental computer and information science as theorists, designers, or inventors. Develop solutions to problems in the field of computer hardware and software.	

Labor ID #	<b>Computer and Information Systems Manager</b>
121	Junior Computer and Information Systems Manager
122	Journeyman Computer and Information Systems Manager
123	Senior Computer and Information Systems Manager
124	SME - Computer and Information Systems Manager
<b>Functional Description</b>	
Plan, direct, or coordinate activities in such fields as electronic data processing, information systems, systems analysis, and computer programming.	

Labor ID #	<b>Computer Hardware Engineer</b>
131	Junior Computer Hardware Engineer
132	Journeyman Computer Hardware Engineer
133	Senior Computer Hardware Engineer
134	SME - Computer Hardware Engineer
<b>Functional Description</b>	
Research, design, develop, or test computer or computer-related equipment for commercial, industrial, military, or scientific use. May supervise the manufacturing and installation of computer or computer-related equipment and components.	

Labor ID #	<b>Computer Network Architect</b>
141	Junior Computer Network Architect
142	Journeyman Computer Network Architect
143	Senior Computer Network Architect
144	SME - Computer Network Architect
<b>Functional Description</b>	
Design and implement computer and information networks, such as local area networks (LAN), wide area networks (WAN), intranets, extranets, and other data communications networks. Perform network modeling, analysis, and planning. May also design network and computer security measures. May research and recommend network and data communications hardware and software.	

<b>Labor ID #</b>	<b>Computer Network Support Specialist</b>
151	Junior Computer Network Support Specialist
152	Journeyman Computer Network Support Specialist
153	Senior Computer Network Support Specialist
154	SME - Computer Network Support Specialist
<b>Functional Description</b>	
Analyze, test, troubleshoot, and evaluate existing network systems, such as local area network (LAN), wide area network (WAN), and Internet systems or a segment of a network system. Perform network maintenance to ensure networks operate correctly with minimal interruption.	

<b>Labor ID #</b>	<b>Computer Operator</b>
161	Junior Computer Operator
162	Journeyman Computer Operator
163	Senior Computer Operator
164	SME - Computer Operator
<b>Functional Description</b>	
Monitor and control electronic computer and peripheral electronic data processing equipment to process business, scientific, engineering, and other data according to operating instructions. Monitor and respond to operating and error messages. May enter commands at a computer terminal and set controls on computer and peripheral devices.	

<b>Labor ID #</b>	<b>Computer Programmer</b>
171	Junior Computer Programmer
172	Journeyman Computer Programmer
173	Senior Computer Programmer
174	SME - Computer Programmer
<b>Functional Description</b>	
Create, modify, and test the code, forms, and script that allow computer applications to run. Work from specifications drawn up by software developers or other individuals. May assist software developers by analyzing user needs and designing software solutions. May develop and write computer programs to store, locate, and retrieve specific documents, data, and information.	

<b>Labor ID #</b>	<b>Computer Systems Analyst</b>
181	Junior Computer Systems Analyst
182	Journeyman Computer Systems Analyst
183	Senior Computer Systems Analyst
184	SME - Computer Systems Analyst
<b>Functional Description</b>	
Analyze science, engineering, business, and other data processing problems to implement and improve computer systems. Analyze user requirements, procedures, and problems to automate or improve existing systems and review computer system capabilities, workflow, and scheduling limitations. May analyze or recommend commercially available software.	

<b>Labor ID #</b>	<b>Computer Systems Engineer/Architect</b>
191	Junior Computer Systems Engineer/Architect
192	Journeyman Computer Systems Engineer/Architect
193	Senior Computer Systems Engineer/Architect
194	SME - Computer Systems Engineer/Architect
<b>Functional Description</b>	
Design and develop solutions to complex applications problems, system administration issues, or network concerns. Perform systems management and integration functions.	

<b>Labor ID #</b>	<b>Computer User Support Specialist</b>
201	Junior Computer User Support Specialist
202	Journeyman Computer User Support Specialist
203	Senior Computer User Support Specialist
204	SME - Computer User Support Specialist
<b>Functional Description</b>	
Provide technical assistance to computer users. Answer questions or resolve computer problems for clients in person, or via telephone or electronically. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.	

<b>Labor ID #</b>	<b>Data Warehousing Specialist</b>
211	Junior Data Warehousing Specialist
212	Journeyman Data Warehousing Specialist
213	Senior Data Warehousing Specialist
214	SME - Data Warehousing Specialist
<b>Functional Description</b>	
Design, model, or implement corporate data warehousing activities. Program and configure warehouses of database information and provide support to warehouse users.	

<b>Labor ID #</b>	<b>Database Administrator</b>
221	Junior Database Administrator
222	Journeyman Database Administrator
223	Senior Database Administrator
224	SME - Database Administrator
<b>Functional Description</b>	
Administer, test, and implement computer databases, applying knowledge of database management systems. Coordinate changes to computer databases. May plan, coordinate, and implement security measures to safeguard computer databases.	

<b>Labor ID #</b>	<b>Database Architect</b>
231	Junior Database Architect
232	Journeyman Database Architect
233	Senior Database Architect
234	SME - Database Architect
<b>Functional Description</b>	
Design strategies for enterprise database systems and set standards for operations, programming, and security. Design and construct large relational databases. Integrate new systems with existing warehouse structure and refine system performance and functionality.	

<b>Labor ID #</b>	<b>Document Management Specialist</b>
241	Junior Document Management Specialist
242	Journeyman Document Management Specialist
243	Senior Document Management Specialist
244	SME - Document Management Specialist
<b>Functional Description</b>	
Implement and administer enterprise-wide document management systems and related procedures that allow organizations to capture, store, retrieve, share, and destroy electronic records and documents.	

<b>Labor ID #</b>	<b>Geographic Information Systems Technician</b>
251	Junior Geographic Information Systems Technician
252	Journeyman Geographic Information Systems Technician
253	Senior Geographic Information Systems Technician
254	SME - Geographic Information Systems Technician
<b>Functional Description</b>	
Assist scientists, technologists, or related professionals in building, maintaining, modifying, or using geographic information systems (GIS) databases. May also perform some custom application development or provide user support.	

<b>Labor ID #</b>	<b>Geospatial Information Scientist and Technologist</b>
261	Junior Geospatial Information Scientist and Technologist
262	Journeyman Geospatial Information Scientist and Technologist
263	Senior Geospatial Information Scientist and Technologist
264	SME - Geospatial Information Scientist and Technologist
<b>Functional Description</b>	
Research or develop geospatial technologies. May produce databases, perform applications programming, or coordinate projects. May specialize in areas such as agriculture, mining, health care, retail trade, urban planning, or military intelligence.	

<b>Labor ID #</b>	<b>Information Security Analyst</b>
271	Junior Information Security Analyst
272	Journeyman Information Security Analyst
273	Senior Information Security Analyst
274	SME - Information Security Analyst
<b>Functional Description</b>	
Plan, implement, upgrade, or monitor security measures for the protection of computer networks and information. May ensure appropriate security controls are in place that will safeguard digital files and vital electronic infrastructure. May respond to computer security breaches and viruses.	

<b>Labor ID #</b>	<b>Information Technology Project Manager</b>
281	Junior Information Technology Project Manager
282	Journeyman Information Technology Project Manager
283	Senior Information Technology Project Manager
284	SME - Information Technology Project Manager
<b>Functional Description</b>	
Plan, initiate, and manage information technology (IT) projects. Lead and guide the work of technical staff. Serve as liaison between business and technical aspects of projects. Plan project stages and assess business implications for each stage. Monitor progress to assure deadlines, standards, and cost targets are met.	

<b>Labor ID #</b>	<b>Management Analyst</b>
291	Junior Management Analyst
292	Journeyman Management Analyst
293	Senior Management Analyst
294	SME - Management Analyst
<b>Functional Description</b>	
Conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively. Includes program analysts and management consultants.	

<b>Labor ID #</b>	<b>Network and Computer Systems Administrator</b>
301	Junior Network and Computer Systems Administrator
302	Journeyman Network and Computer Systems Administrator
303	Senior Network and Computer Systems Administrator
304	SME - Network and Computer Systems Administrator
<b>Functional Description</b>	
<p>Install, configure, and support an organization's local area network (LAN), wide area network (WAN), and Internet systems or a segment of a network system. Monitor network to ensure network availability to all system users and may perform necessary maintenance to support network availability. May monitor and test Web site performance to ensure Web sites operate correctly and without interruption. May assist in network modeling, analysis, planning, and coordination between network and data communications hardware and software. May supervise computer user support specialists and computer network support specialists. May administer network security measures.</p>	

<b>Labor ID #</b>	<b>Software Developer, Applications</b>
311	Junior Software Developer, Applications
312	Journeyman Software Developer, Applications
313	Senior Software Developer, Applications
314	SME - Software Developer, Applications
<b>Functional Description</b>	
<p>Develop, create, and modify general computer applications software or specialized utility programs. Analyze user needs and develop software solutions. Design software or customize software for client use with the aim of optimizing operational efficiency. May analyze and design databases within an application area, working individually or coordinating database development as part of a team. May supervise computer programmers.</p>	

<b>Labor ID #</b>	<b>Software Developer, Systems Software</b>
321	Junior Software Developer, Systems Software
322	Journeyman Software Developer, Systems Software
323	Senior Software Developer, Systems Software
324	SME - Software Developer, Systems Software
<b>Functional Description</b>	
<p>Research, design, develop, and test operating systems-level software, compilers, and network distribution software for medical, industrial, military, communications, aerospace, business, scientific, and general computing applications. Set operational specifications and formulate and analyze software requirements. May design embedded systems software. Apply principles and techniques of computer science, engineering, and mathematical analysis.</p>	

<b>Labor ID #</b>	<b>Software Quality Assurance Engineer and Tester</b>
331	Junior Software Quality Assurance Engineer and Tester
332	Journeyman Software Quality Assurance Engineer and Tester
333	Senior Software Quality Assurance Engineer and Tester
334	SME - Software Quality Assurance Engineer and Tester
<b>Functional Description</b>	
<p>Develop and execute software test plans in order to identify software problems and their causes.</p>	

<b>Labor ID #</b>	<b>Technical Writer</b>
341	Junior Technical Writer
342	Journeyman Technical Writer
343	Senior Technical Writer
344	SME - Technical Writer
<b>Functional Description</b>	
Write technical materials, such as equipment manuals, appendices, or operating and maintenance instructions. May assist in layout work.	

<b>Labor ID #</b>	<b>Telecommunications Engineering Specialist</b>
351	Junior Telecommunications Engineering Specialist
352	Journeyman Telecommunications Engineering Specialist
353	Senior Telecommunications Engineering Specialist
354	SME - Telecommunications Engineering Specialist
<b>Functional Description</b>	
Design or configure voice, video, and data communications systems. Supervise installation and post-installation service and maintenance.	

<b>Labor ID #</b>	<b>Telecommunications Equipment Installer and Repairer</b>
361	Junior Telecommunications Equipment Installer and Repairer
362	Journeyman Telecommunications Equipment Installer and Repairer
363	Senior Telecommunications Equipment Installer and Repairer
364	SME - Telecommunications Equipment Installer and Repairer
<b>Functional Description</b>	
Install, set-up, rearrange, or remove switching, distribution, routing, and dialing equipment used in central offices or headends. Service or repair telephone, cable television, Internet, and other communications equipment on customers' property. May install communications equipment or communications wiring in buildings.	

<b>Labor ID #</b>	<b>Training and Development Specialist</b>
371	Junior Training and Development Specialist
372	Journeyman Training and Development Specialist
373	Senior Training and Development Specialist
374	SME - Training and Development Specialist
<b>Functional Description</b>	
Design and conduct training and development programs to improve individual and organizational performance. May analyze training needs.	

<b>Labor ID #</b>	<b>Video Game Designer</b>
381	Junior Video Game Designer
382	Journeyman Video Game Designer
383	Senior Video Game Designer
384	SME - Video Game Designer
<b>Functional Description</b>	
Design core features of video games. Specify innovative game and role-play mechanics, story lines, and character biographies. Create and maintain design documentation. Guide and collaborate with production staff to produce games as designed.	

<b>Labor ID #</b>	<b>Web Administrator</b>
391	Junior Web Administrator
392	Journeyman Web Administrator
393	Senior Web Administrator
394	SME - Web Administrator
<b>Functional Description</b>	
Manage web environment design, deployment, development and maintenance activities. Perform testing and quality assurance of web sites and web applications.	

<b>Labor ID #</b>	<b>Web Developer</b>
401	Junior Web Developer
402	Journeyman Web Developer
403	Senior Web Developer
404	SME - Web Developer
<b>Functional Description</b>	
Design, create, and modify Web sites. Analyze user needs to implement Web site content, graphics, performance, and capacity. May integrate Web sites with other computer applications. May convert written, graphic, audio, and video components to compatible Web formats by using software designed to facilitate the creation of Web and multimedia content.	

**Attachment J-3  
 Locality Definitions and Differentials<sup>1</sup>**

The table below contains the list of OPM defined geographic localities for 2020. Select the locality name to see the specific areas included. As described in Section B (paragraph B.8) the adjustment differentials are provided as a guideline for ordering agencies to use when adjusting labor rates on Orders with a place of performance outside the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA area.

The optional adjusted maximum labor rates can be calculated using the following formula:

***Master Contract Maximum Labor Rate x Adjustment Differential = Adjusted Maximum Labor Rate***

EXAMPLE:

Assuming a Maximum Rate of \$100 and performance in the Alaska locality

\$100 x 0.994 = \$99.40

2020 Locality Definitions	Adjustment from Washington-Baltimore-Arlington, DC-MD-VA-WV-PA baseline
<a href="#">Alaska</a>	0.994
<a href="#">Albany-Schenectady, NY-MA</a>	0.903
<a href="#">Albuquerque-Santa Fe-Las Vegas, NM</a>	0.894
<a href="#">Atlanta--Athens-Clarke County--Sandy Springs, GA-AL</a>	0.936
<a href="#">Austin-Round Rock, TX</a>	0.906
<a href="#">Birmingham-Hoover-Talladega, AL</a>	0.891
<a href="#">Boston-Worcester-Providence, MA-RI-NH-ME</a>	0.989
<a href="#">Buffalo-Cheektowaga, NY</a>	0.921
<a href="#">Burlington-South Burlington, VT</a>	0.896
<a href="#">Charlotte-Concord, NC-SC</a>	0.900
<a href="#">Chicago-Naperville, IL-IN-WI</a>	0.986

<sup>1</sup> These areas and rates are subject to change.

Visit <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2020/locality-pay-area-definitions> for current information.

<a href="#">Cincinnati-Wilmington-Maysville, OH-KY-IN</a>	0.924
<a href="#">Cleveland-Akron-Canton, OH</a>	0.926
<a href="#">Colorado Springs, CO</a>	0.903
<a href="#">Columbus-Marion-Zanesville, OH</a>	0.920
<a href="#">Corpus Christi-Kingsville-Alice, TX</a>	0.893
<a href="#">Dallas-Fort Worth, TX-OK</a>	0.958
<a href="#">Davenport-Moline, IA-IL</a>	0.897
<a href="#">Dayton-Springfield-Sidney, OH</a>	0.913
<a href="#">Denver-Aurora, CO</a>	0.974
<a href="#">Detroit-Warren-Ann Arbor, MI</a>	0.976
<a href="#">Harrisburg-Lebanon, PA</a>	0.898
<a href="#">Hartford-West Hartford, CT-MA</a>	0.992
<a href="#">Hawaii</a>	0.916
<a href="#">Houston-The Woodlands, TX</a>	1.022
<a href="#">Huntsville-Decatur-Albertville, AL</a>	0.919
<a href="#">Indianapolis-Carmel-Muncie, IN</a>	0.896
<a href="#">Kansas City-Overland Park-Kansas City, MO-KS</a>	0.898
<a href="#">Laredo, TX</a>	0.911
<a href="#">Las Vegas-Henderson, NV-AZ</a>	0.902
<a href="#">Los Angeles-Long Beach, CA</a>	1.015
<a href="#">Miami-Fort Lauderdale-Port St. Lucie, FL</a>	0.947
<a href="#">Milwaukee-Racine-Waukesha, WI</a>	0.927
<a href="#">Minneapolis-St. Paul, MN-WI</a>	0.955
<a href="#">New York-Newark, NY-NJ-CT-PA</a>	1.027
<a href="#">Omaha-Council Bluffs-Fremont, NE-IA</a>	0.892
<a href="#">Palm Bay-Melbourne-Titusville, FL</a>	0.895
<a href="#">Philadelphia-Reading-Camden, PA-NJ-DE-MD</a>	0.966
<a href="#">Phoenix-Mesa-Scottsdale, AZ</a>	0.921

<a href="#"><u>Pittsburgh-New Castle-Weirton, PA-OH-WV</u></a>	0.915
<a href="#"><u>Portland-Vancouver-Salem, OR-WA</u></a>	0.948
<a href="#"><u>Raleigh-Durham-Chapel Hill, NC</u></a>	0.923
<a href="#"><u>Richmond, VA</u></a>	0.919
<a href="#"><u>Sacramento-Roseville, CA-NV</u></a>	0.968
<a href="#"><u>San Antonio-New Braunfels-Pearsall, TX</u></a>	0.895
<a href="#"><u>San Diego-Carlsbad, CA</u></a>	0.995
<a href="#"><u>San Jose-San Francisco-Oakland, CA</u></a>	1.084
<a href="#"><u>Seattle-Tacoma, WA</u></a>	0.973
<a href="#"><u>St. Louis-St. Charles-Farmington, MO-IL</u></a>	0.902
<a href="#"><u>Tucson-Nogales, AZ</u></a>	0.898
<a href="#"><u>Virginia Beach-Norfolk, VA-NC</u></a>	0.893
<a href="#"><u>Washington-Baltimore-Arlington, DC-MD-VA-WV-PA</u></a>	Baseline
<a href="#"><u>Rest of U.S</u></a>	0.889

## **Attachment J-4**

### **Cybersecurity & Supply Chain Risk Management (SCRM) References**

Security is rapidly emerging as the “fourth pillar” of acquisition in addition to price, performance and delivery. Contractors will be required to comply with existing cybersecurity and supply chain risk management (SCRM) requirements as well as implement new requirements that are established during the period of performance. Furthermore, Contractors should be aware that their cybersecurity and SCRM capabilities may impact their competitiveness as agencies increasingly incorporate cybersecurity and SCRM related requirements, evaluation factors and reporting at the task order level.

Contractors entering into an agreement to provide service to Government activities are subject to information technology security (a/k/a cybersecurity) and SCRM laws, regulations, standards, policies and reporting requirements. Additional and/or tailored cybersecurity and SCRM requirements may be included in individual Task Orders by the issuing agency OCO. The Contractor shall ensure that all applicable Commercial-Off-The-Shelf (COTS) and enabled products comply with ordering agency cybersecurity and SCRM requirements.

#### **A. Laws**

1. The Clinger-Cohen Act of 1996, Pub. L. 104-106, Division E
2. The Federal Information Security Modernization Act of 2014, Pub. L. 113-283
3. Federal Information Technology Acquisition Reform Act (FITARA), Pub. L. 113-291
4. The SECURE Technology Act, Pub. L. 115-390

#### **B. Executive Orders**

1. Executive Order 13859, Maintaining American Leadership in Artificial Intelligence
2. Executive Order 13873, Securing the Information and Communications Technology and Services Supply Chain
3. Executive Order 13833, Enhancing Effectiveness of Agency Chief Information Officers
4. Executive Order 13800, Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure
5. Executive Order 13870, America’s Cybersecurity Workforce

#### **C. Policies of the Committee on National Security Systems**

1. The policies presented under this topic address national security systems issues from a broad perspective. They establish national-level goals and objectives, all of which are binding upon all U.S. Government departments and agencies.
  - a) <http://www.cnss.gov/CNSS/issuances/Policies.cfm>

#### **D. OMB Circulars and Memoranda**

1. Circulars (<https://www.whitehouse.gov/omb/information-for-agencies/circulars/>)
  - a) A-130
  - b) A-123
  - c) A-108
  - d) A-11

2. Memoranda (<https://www.whitehouse.gov/omb/information-for-agencies/memoranda/>)
  - a) M-19-18
  - b) M-19-17
  - c) M-19-03
  - d) M-19-02
  - e) M-19-01
  - f) M-18-23
  - g) M-18-12
  - h) M-17-25
  - i) M-16-04
  - j) M-15-14

#### **E. National Institute of Standards and Technology (NIST)**

1. Federal Information Processing Standards (FIPS)
  - a) <https://www.nist.gov/itl/fips-general-information>
  - b) <https://www.nist.gov/standardsgov/compliance-fags-federal-information-processing-standards-fips>
2. Special Publication 800-series and 1800-series
  - a) <https://www.nist.gov/itl/nist-special-publication-800-series-general-information>
  - b) <https://csrc.nist.gov/publications/sp800>
  - c) <https://www.nist.gov/itl/nist-special-publication-1800-series-general-information>
  - d) <https://csrc.nist.gov/publications/sp1800>
3. Framework for Improving Critical Infrastructure Cybersecurity
  - a) <https://nvlpubs.nist.gov/nistpubs/CSWP/NIST.CSWP.04162018.pdf>
4. NICE Cybersecurity Workforce Framework Resource Center
  - a) <https://www.nist.gov/itl/applied-cybersecurity/nice/nice-cybersecurity-workforce-framework-resource-center>

#### **F. Cybersecurity and Infrastructure Security Agency**

1. [Information and Communications Technology Supply Chain Risk Management](#)

#### **G. Cybersecurity Maturity Model Certification**

1. [Cybersecurity Maturity Model Certification \(CMMC\)](#)
2. [CMMC Accreditation Body](#)

#### **H. National Defense Authorization Act of 2019**

1. Section 881: Permanent Supply Chain Risk Management Authority
2. Section 889: Prohibition on certain telecommunications and video surveillance services or equipment (FAR 52.204-24 and FAR 52.204-25)
3. Sections 1631-1657: Cyber-spaced Related Matters

**Attachment J-5**  
**List of Acronyms**

AASBS	Assisted Acquisition Service Business Systems
ACH	Automated Clearing House
ACO	Administrative Contracting Officer
BLS	Bureau of Labor Statistics
BPA	Blanket Purchase Agreement
CAF	Contract Access Fee
CAGE	Commercial and Government Entity
CMMC	Cybersecurity Maturity Model Certification
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CONUS	Contiguous United States
COR	Contracting Officer Representative
CPARS	Contractor Performance Assessment Reporting System
CPRM	Contract Payment and Reporting Module
CUI	Controlled Unclassified Information
CWRR	Construction Wage Rate Requirements
DoD	Department of Defense
DPA	Delegation of Procurement Authority
DSSR	Department of State Standardized Regulation
DUNS	Data Universal Numbering System
EA	Executive Agent
ECI	Employment Cost Index
EFT	Electronic Funds Transfer
EPEAT	Electronic Products Environmental Assessment Tool
ET	Emerging Technology/Technologies
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
FP	Fixed Price
GAO	Government Accountability Office
GSA	General Services Administration
GWAC	Governmentwide Acquisition Contract
HSPD	Homeland Security Presidential Directive
IA	Information Assurance
IDIQ	Indefinite Delivery, Indefinite Quantity
IG	Inspector General
IAW	In accordance with
IT	Information Technology
LH	Labor Hour
MA	Multiple Award
MAIDIQ	Multiple Award Indefinite-Delivery, Indefinite-Quantity
NAICS	North American Industrial Classification System
NIST	National Institute of Standards and Technology
OCO	Ordering Contracting Officer
OCONUS	Outside Contiguous United States
OEM	Original Equipment Manufacturer

OMB	Office of Management and Budget
OPM	Office of Personnel Management
OSR	Order-level size rerepresentation
QASP	Quality Assurance Surveillance Plan
PCO	Procuring Contracting Officer
PL	Public Law
PoP	Period of Performance
PWS	Performance Work Statement
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Quote
SAM	System for Award Management
SAP	Special Access Programs
SBA	Small Business Administration
SBI	Special Background Investigations
SCRM	Supply Chain Risk Management
SCI	Sensitive Compartmented Information
SCLS	Service Contract Labor Standards
SME	Subject Matter Expert
SOO	Statement of Objectives
SOW	Statement of Work
STARS	Streamlined Technology Acquisition Resource for Services
TOR	Task Order Request
T&M	Time and Materials
UEI	Unique Entity Identifier
USC	United States Code