

**WITS 3 Extension
Request for Proposals**

**Section I
Contract Clauses**

**Issued by:
General Services Administration
National Capital Region
Network Services Division
301 7th Street SW
Washington, DC 20407**

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General

Orders under the contract may include additional clauses to those enumerated in this contract, such as: (1) optional FAR clauses; (2) agency supplemental clauses; (3) alternate FAR clauses; and (4) order-specific clauses. Such additional clauses are not limited to those associated only with Section I of the Uniform Contract Format in FAR 52.3

I.1 FAR Part 52 Clauses Table

I.1.1 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 these addresses:

FEDERAL ACQUISITION REGULATION:

<http://farsite.hill.af.mil/vffara.htm>

GENERAL SERVICE ADMINISTRATION ACQUISITION MANUAL:

<http://farsite.hill.af.mil/vfgsara.htm>

Clause No.	FAR Clause No.	Title and Date
I.1.1	52.202-1	Definitions (JULY 2004 NOV 2013)
I.1.2	52.203-3	Gratuities (APR 1984)
I.1.3	52.203-5	Covenant Against Contingent Fees (APR 1984 May 2014)
I.1.4	52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
I.1.5	52.203-7	Anti-Kickback Procedures (JUL 1995 MAY 2014)
I.1.6	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997 MAY 2014)
I.1.7	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997 MAY 2014)
I.1.8	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEPT 2005 OCT 2010)
<u>I.1.8(i)</u>	<u>52.203-13</u>	<u>Contractor Code of Business Ethics and Conduct (APR 2010)</u>
<u>I.1.8(ii)</u>	<u>52.203-14</u>	<u>Display of Hotline Poster(s) (DEC 2007)</u>
<u>I.1.8(iii)</u>	<u>52.203-17</u>	<u>Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014)</u>
I.1.9	52.204-2	Security Requirements (AUG 1996)
I.1.10	52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000 MAY 2011)

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Clause No.	FAR Clause No.	Title and Date
I.1.11	52.204-7	System for Award Management (Jul 2013) Central Contractor Registration (OCT 2003)
I.1.12	52.204-8	Annual Representations and Certifications (JAN 2006 DEC 2014)
<u>I.1.12(i)</u>	<u>52.204-10</u>	<u>Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013)</u>
<u>I.1.12(ii)</u>	<u>52.204-13</u>	<u>System for Award Management Maintenance (Jul 2013)</u>
<u>I.1.12(iii)</u>	<u>52.204-18</u>	<u>Commercial and Government Entity Code Maintenance (Nov 2014)</u>
I.1.13	52.207-5	Option to Purchase Equipment (FEB 1995)
I.1.14	52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2006 AUG 2013)
<u>I.1.14(i)</u>	<u>52.209-9</u>	<u>Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)</u>
<u>I.1.14(ii)</u>	<u>52.210-1</u>	<u>Market Research (APR 2011)</u>
I.1.15	52.211-5	Material Requirements (AUG 2000)
I.1.16	52.215-2	Audit and Records — Negotiation; Alternate III (JUN 1999 OCT 2010)
I.1.17	52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
I.1.18	52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997 AUG 2011)
I.1.19	52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications (AUG 2011 OCT 1997)
I.1.20	52.215-12	Subcontractor Cost or Pricing Data (OCT 2010 1997)
I.1.21	52.215-13	Subcontractor Cost or Pricing Data - Modifications (OCT 2010 1997)
I.1.22	52.215-14	Integrity of Unit Prices (OCT 2010 1997)
I.1.23	52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
<u>I.1.23(i)</u>	<u>52.217-8</u>	<u>Option to Extend Services (NOV 1999)</u>
<u>I.1.23(ii)</u>	<u>52.219-4</u>	<u>Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)</u>
I.1.24	52.219-8	Utilization of Small Business Concerns (OCT 2014 MAY 2004)
I.1.25	52.219-9	Small Business Subcontracting Plan (Alternate II) (OCT 2010 1997)
I.1.26	52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999)
I.1.27	52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
I.1.28	52.222-3	Convict Labor (JUN 2003)
<u>I.1.28(i)</u>	<u>52.222-17</u>	<u>Nondisplacement of Qualified Workers (MAY 2014)</u>
I.1.29	52.222-21	Prohibition of Segregated Facilities (APR 2015 FEB 1999)
I.1.30	52.222-26	Equal Opportunity (APR 2015 2002)
I.1.31	52.222-29	Notification of Visa Denial (APR 2015 JUN 2003)

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Clause No.	FAR Clause No.	Title and Date
I.1.32	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (JUL 2014 SEP 2006)
I.1.33	52.222-36	Affirmative Action for Workers with Disabilities, <u>Alternate I</u> (JUL 2014 N 1998)
I.1.34	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (JUL 2014 SEP 2006)
I.1.34(i)	52.222-50	Combating Trafficking in Persons; Alternate I (MAR 2015)
I.1.34(ii)	52.222-54	Employment Eligibility Verification (AUG 2013)
I.1.35	52.223-5	Pollution Prevention and Right-to-Know Information (Alternate I and II) (MAY 2011 AUG 2003)
I.1.36	52.223-6	Drug-Free Workplace (MAY 2001)
I.1.37	52.223-13	Acquisition of EPEAT – Registered Imaging Equipment, Alternate I Certification of Toxic Chemical Release Reporting (JUN 2014 AUG 2003)
I.1.38	52.223-14	Toxic Chemical Release Reporting Acquisition of EPEAT – Registered Televisions (JUN 2014 (AUG 2003)
I.1.39	52.224-1	Privacy Act Notification (APR 1984)
I.1.40	52.224-2	Privacy Act (APR 1984)
I.1.41	52.225-1	Buy American Act – Supplies (JUN 2003 MAY 2014)
I.1.42	52.225-2	Buy American Act Certificate (MAY 2014 JUN 2003)
I.1.4 3 4	52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006 JUN 2008)
I.1.4 5 6	52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
I.1.4 6 7	52.227-1	Authorization and Consent (JUL 1996 DEC 2007)
I.1.4 7 8	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996 DEC 2007)
I.1.47	52.227-5	Waiver of Indemnity (APR 1984)
I.1.4 8 9	52.227.10	Filing of Patent Applications – Classified Subject Matter (APR 1984 DEC 2007)
I.1.4 9 50	52.227-14	Rights in Data – General (JUN 1987);MAY 2014 Alternates II, III, and V (DEC 2007 JUN 1987) Alternate II: Limited Rights Notice subparagraph (a) Add as additional purposes the following: Use (except for manufacture) by support service Contractors on the FAS Program, including but not limited to nongovernment evaluators, management, and operations support Contractors. This excludes other FAS comprehensive and non-comprehensive service Contractors
I.1.5 0 4	52.227-16	Additional Data Requirements (JUN1987)
I.1.5 1 2	52.227-19	Commercial Computer Software – Restricted Rights (JUN 1987 DEC 2007)
I.1.5 2 3	52.227-22	Major System – Minimum Rights (JUN 1987)
I.1.5 3 4	52.228-5	Insurance - Work on a Government Installation (JAN 1997)

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Clause No.	FAR Clause No.	Title and Date
I.1.5 45	52.229-3	Federal, State, and Local Taxes (APR 2003 FEB 2013)
I.1.5 756	52.230-2	Cost Accounting Standards (APR 1998 MAY 2014)
I.1.5 68	52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 1998 MAY 2014)
I.1.5 79	52.232-1	Payments (APR 1984)
<u>I.1.58</u>	<u>52.232-6</u>	<u>Payment under Communication Service Contracts with Common Carriers (Apr 1984)</u>
I.1. 5960	52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts (AUG 2005 2012)
I.1.6 04	52.232-8	Discounts for Prompt Payment (FEB 2002)
I.1.6 12	52.232-9	Limitation of Withholding of Payments (APR 1984)
I.1.6 23	52.232-11	Extras (APR 1984)
I.1.63	52.232-17	Interest (JUN 1996 MAY 2014)
<u>I.1.64</u>	<u>52.232-18</u>	<u>Availability of Funds (APR 1984)</u>
I.1.65	52.232-23	Assignment of Claims, <u>Alternate I</u> (MAY 2014) JAN 1986)
I.1.66	52.232-25	Prompt Payment (<u>JUL 2013</u> OCT 2003)
I.1.67	52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (<u>JUL 2013</u> OCT 2003)
I.1.68	52.233-1	Disputes (Alternate I)(DEC 1994 MAY 2014)(Alternate I)(DEC 1991)
I.1.69	52.233-3	Protest after Award (AUG 1996)
<u>I.1.69(i)</u>	<u>52.233-4</u>	<u>Applicable Law for Breach of Contract Claim (OCT 2004)</u>
I.1.70	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
<u>I.1.70(i)</u>	<u>52.237-3</u>	<u>Continuity of Services (Jan 1991)</u>
I.1.71	52.239-1	Privacy or Security Safeguards (AUG 1996)
I.1.72	52.242-1	Notice of Intent to Disallow Costs (APR 1984)
I.1.73	52.242-13	Bankruptcy (JUL 1995)
<u>I.1.73(i)</u>	<u>52.242-15</u>	<u>Stop-Work Order (AUG 1989)</u>
I.1.74	52.243-1	Changes – Fixed Price (AUG 1987) (Alternate II) (APR 1984)
I.1.75	52.243-7	Notification of Changes (APR 1984)
I.1.76	52.244-2	Subcontracts (AUG 1998 OCT 2010)
I.1.77	52.244-5	Competition in Subcontracting (DEC 1996)
I.1.78	52.244-6	Subcontracts for Commercial Items (APR 2015 SEP 2006)
I.1.80	52.245-9	Use and Charges (APR 2012 AUG 2005)
<u>I.1.80(i)</u>	<u>52.246-4</u>	<u>Inspection of Services – Fixed Price (AUG 1996)</u>

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Clause No.	FAR Clause No.	Title and Date
I.1.80(ii)	52.246-16	Responsibility for Supplies (APR 1984)
I.1.81	52.246-17	Warranty of Supplies of a Noncomplex Nature (JUN 2003)
I.1.82	52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001)
I.1.83	52.246-20	Warranty of Services (MAY 2001)
I.1.84	52.246-23	Limitation of Liability (FEB 1997)
I.1.85	52.246-25	Limitation of Liability - Services (FEB 1997)
I.1.85(i)	52.248-1	Value Engineering (OCT 2010)
I.1.86	52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004 APR 2012)
I.1.87	52.249-4	Termination for Convenience of the Government (Services) (Short Form) (APR 1984)
I.1.88	52.249-8	Default (Fixed-Price Supply and Services) (APR 1984)
I.1.89	52.251-1	Government Supply Sources (APR 1984 2012)
I.1.90	52.252-4	Alterations in Contract (APR 1984)
I.1.91	52.253-1	Computer Generated Forms (JAN 1991)

I.1.2 GSA Acquisition Manual (GSAM), Incorporated by Reference

FAR Clause No.	Title and 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 (FEB 1996)
552.216-74	Task Order and Delivery Order Ombudsman (AUG 2010)
552.217-70	Evaluation of Options (AUG 1990)
552.219-75	GSA Mentor/Protégé Program (SEP 2009)
552.228-5	Government as Additional Insured (MAY 2009)
552.229-71	Federal Excise Tax – DC Government (SEP 1999)

I.2 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2006)

- (a) The Contractor shall comply with agency personal identity procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-

12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

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

I.3 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 1997)

- (a) Exceptions from cost or pricing data.

- (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

- (i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

- (ii) Information on modifications of contracts or subcontracts for commercial items.

- (A) If—

- (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

- (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

- (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement

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that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.4 52.216-18 Ordering (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the contract. Such orders may be issued from date of award through the life of this contract.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.56 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 \$50 for the first four years and \$100 for each option year of the contract, 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 the following:
 - (1) Any order for a single item in excess of \$10,000,000 in annual value;
 - (2) Any order for a combination of items in excess of \$10,000,000 in annual value; or
 - (3) A series of orders from the same ordering office within 0 days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) above.
- (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 5 working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.67 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 **“beyond zero (0) months; however, exception (s) would be handled on a case-by-case basis and the GSA-ACO will provide the final position after expiration of this contract”**.

I.78 Options to Extend

I.78.1 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 of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, **shall not exceed 12 yrs and 6 months; and not to exceed May 30, 2020.**

I.78.2 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 of contract expiration.

I.89 552.203-71 Restriction on Advertising (SEP 1999)

The contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: “This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government.”

I.409 552.215-70 Examination of Records by GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under this

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contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses there under. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses there under. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

1.9(i) 552.222- 55 Minimum Wages Under Executive Order 13658 (DEC 2014)

(a) Definitions. As used in this clause—

"United States" means the 50 states and the District of Columbia.

"Worker" –

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) Executive Order Minimum Wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than

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90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor website) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

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(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition–

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to–

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to–

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

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(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

I.1~~10~~ 552.228-75 Worker's Compensation Laws (SEP 1999)

The Act of June 25, 1936, 49 Stat. 1938 (40 U.S.C. 290) authorizes the constituted authority of the several States to apply their workmen's compensation laws to all lands and premises owned or held by the United States.

I.1~~12~~ 552.232-70 Electronic Funds Transfer Payment (MAR 2000)

The submission of a designation of financial institution for receipt of electronic funds transfer payments in the "Electronic Funds Transfer Payment Methods" clause (FAR 52.232-28) shall be as follows. The contractor shall submit its designation of a financial institution for receipt of electronic funds transfer payments with each invoice requesting payment of \$25,000 or more (exclusive of any discount for prompt payment). The information for electronic funds transfer is not required by the Department of Defense, the United States Postal Service, or the Tennessee Valley Authority. Information required for electronic funds transfer payments shall be furnished to the Veterans Administration in accordance with instruction provided by that agency. Other agencies and departments thereof may waive the requirement for designation of a financial institution for receipt of electronic funds transfer payments and for submission of information required to make such payments by including a notice on delivery orders or otherwise notifying the contractor.

I.1~~23~~ 552.232-73 Availability of Funds (SEP 1999)

The authorization of performance of work under this contract during the initial contract period and any option or extension period(s) is contingent upon the appropriation of funds to procure this service. If the contract is awarded, extended, or option(s) exercised, the Government's obligation beyond the end of the fiscal year (September 30), in which the award or extension is made or option(s) exercised, is contingent upon the availability of funds from which payment for the contract services can be made. No legal liability on the part of the Government for payment of any money beyond the end of each fiscal year (September 30) shall arise unless or until funds are made available to the Contracting Officer for this procurement and written notice of such availability is given to the contractor.

I.1~~34~~ 552.232-78 Payment Information (JUL 2000)

The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

I.1~~45~~ 552.233-70 Protests Filed Directly with the General Services Administration (MAR 2000)

(a) The following definitions apply in this provision:

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“Agency Protest Official for GSA” means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.

“Deciding official” means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.

- (b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA’s hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.
- (c) A protest filed directly with the General Services Administration (GSA) must:
 - (1) Indicate that it is a protest to the agency.
 - (2) Be filed with the Contracting Officer.
 - (3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
 - (4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.
 - (5) Include the information required by FAR 33.103(d)(2):
 - (i) Name, address, fax number, and telephone number of the protester.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).
- (d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.
- (e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer’s decision on an agency protest.

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- (f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.
- (h) The following procedures apply to information submitted in support of or in response to an agency protest:
 - (1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).
 - (2) GSA procedures do not provide for any discovery.
 - (3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.
 - (4) Except as provided in paragraph (5)(ii) below, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.
 - (5) If the agency makes a written response to the protest, the following filing requirements apply:
 - (i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.
 - (ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.
- (i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.
- (k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (l) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or

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written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.

(m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

I.15 552.237-3 Continuity of Services (JAN 19991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

I.16 552.252-6 Authorized Deviations in Clauses (SEP 1999)

(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

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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.

I.17 GSAM 552.239-71 Security Requirements for Unclassified Information Technology Resources (JAN 2012)

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(a) General. The contractor shall be responsible for information technology (IT) security, based on General Services Administration (GSA) risk assessments, for all systems connected to a GSA network or operated by the contractor for GSA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the contractor has physical or electronic access to GSA's information that directly supports the mission of GSA, as indicated by GSA. The term information technology, as used in this clause, means any equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, control, display, switching, interchange, transmission, or reception of data or information. This includes major applications as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

(1) Hosting of GSA e-government sites or other IT operations;

(2) Acquisition, transmission, or analysis of data owned by GSA with significant replacement cost should the contractor's copy be corrupted;

(3) Access to GSA major applications at a level beyond that granted the general public; e.g., bypassing a firewall; and

(4) Any new information technology systems acquired for operations within the GSA must comply with the requirements of HSPD-12 and OMB M-11-11. Usage of the credentials must be implemented in accordance with OMB policy and NIST guidelines (e.g., NIST SP 800-116). The system must operate within the GSA's access management environment. Exceptions must be requested in writing and can only be granted by the GSA Senior Agency Information Security Officer.

(b) IT Security Plan. The contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The contractor's IT Security Plan shall comply with applicable Federal laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002, and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and GSA policies and procedures. GSA's Office of the Chief Information Officer issued "CIO IT Security Procedural Guide 09-48, Security Language for Information Technology Acquisitions Efforts," to provide IT security standards, policies and reporting requirements. This document is incorporated by reference in all solicitations and contracts or task orders where an information system is contractor owned and operated

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on behalf of the Federal Government. The guide can be accessed at <http://www.gsa.gov/portal/category/25690>. Specific security requirements not specified in "CIO IT Security Procedural Guide 09-48, Security Language for Information Technology Acquisitions Efforts" shall be provided by the requiring activity.

(c) Submittal of IT Security Plan. Within 30 calendar days after contract award, the contractor shall submit the IT Security Plan to the Contracting Officer and Contracting Officers Representative (COR) for acceptance. This plan shall be consistent with and further detail the approach contained in the contractors proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer and COR, shall be incorporated into the contract as a compliance document. The contractor shall comply with the accepted plan.

(d) Submittal of a Continuous Monitoring Plan. The contractor must develop a continuous monitoring strategy that includes:

(1) A configuration management process for the information system and its constituent components;

(2) A determination of the security impact of changes to the information system and environment of operation;

(3) Ongoing security control assessments in accordance with the organizational continuous monitoring strategy;

(4) Reporting the security state of the information system to appropriate GSA officials; and

(5) All GSA general support systems and applications must implement continuous monitoring activities in accordance with this guide and NIST SP 800-37 Revision 1, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach.

(e) Security authorization. Within six (6) months after contract award, the contractor shall submit written proof of IT security authorization for acceptance by the Contracting Officer. Such written proof may be furnished either by the contractor or by a third party. The security authorization must be in accordance with NIST Special Publication 800-37. This security authorization will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This security authorization, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The contractor shall comply with the accepted security authorization documentation.

(f) Annual verification. On an annual basis, the contractor shall submit verification to the Contracting Officer that the IT Security plan remains valid.

(g) Warning notices. The contractor shall ensure that the following banners are displayed on all GSA systems (both public and private) operated by the contractor prior to allowing anyone access to the system:

Government Warning

WARNINGWARNING**WARNING**

Unauthorized access is a violation of U.S. law and General Services Administration policy, and may result in criminal or administrative penalties. Users shall not access

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other users or system files without proper authority. Absence of access controls IS NOT authorization for access! GSA information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorized Department officials. Use of this system constitutes consent to such monitoring.

WARNINGWARNING**WARNING**

(h) Privacy Act notification. The contractor shall ensure that the following banner is displayed on all GSA systems that contain Privacy Act information operated by the contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Pub. L. 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

(i) Privileged or limited privileges access. Contractor personnel requiring privileged access or limited privileges access to systems operated by the contractor for GSA or interconnected to a GSA network shall adhere to the specific contract security requirements contained within this contract and/or the Contract Security Classification Specification (DD Form 254).

(j) Training. The contractor shall ensure that its employees performing under this contract receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on the rules of behavior.

(k) GSA access. The contractor shall afford GSA access to the contractor's and subcontractors' facilities, installations, operations, documentation, databases, IT systems and devices, and personnel used in performance of the contract, regardless of the location. Access shall be provided to the extent required, in GSA's judgment, to conduct an inspection, evaluation, investigation or audit, including vulnerability testing to safeguard against threats and hazards to the integrity, availability and confidentiality of GSA data or to the function of information technology systems operated on behalf of GSA, and to preserve evidence of computer crime. This information shall be available to GSA upon request.

(l) Subcontracts. The contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(m) Notification regarding employees. The contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment when that employee has access to GSA information systems or data. If an employee's employment is terminated, for any reason, access to GSA's information systems or data shall be immediately disabled and the credentials used to access the information systems or data shall be immediately confiscated.

(n) Termination. Failure on the part of the contractor to comply with the terms of this clause may result in termination of this contract.

(End of clause)

I.18 GSAM 552.252-6 Authorized Deviations in Clauses (SEP 1999)

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(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.19 Special Clauses for Department of Defense Orders

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The following DFAR clause applies only to orders placed by the Department of Defense and do not impact any requirements elsewhere in the contract for data to be provided to GSA or any other Agency.

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252.209.7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (DEC 2014)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$30,000 with a firm, or a subsidiary of a firm, that is identified in the Exclusions section of the System for Award Management (SAM Exclusions) as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, in SAM Exclusions, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in SAM Exclusions.

(End of 252.209-7004)

(END OF SECTION I)