Al	MENDMI	ENT OF SOLICITATION	N/MODIFICATION C	F CONTRACT		ITRACT ID CODE here to enter text.		PAGE OF F	PAGES
2. AM PS001		ODIFICATION NO.	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURG NUMBER	CHASE RE	EQUISITION	5. PR	OJECT NO. (If A	pplicable)
	UED BY:	CODE	QT2F2BA	7. ADMINISTERED BY	(If other ti	han Item 6) COI	ЭE		
SER 333	VICE CO	L SERVICES ADMINISTE NTRACT DIVISION 2 ROADWAY, ROOM 950 CA 92101	RATION						
8. NA	AME AND	ADDRESS OF CONTRACTO	OR (No., street, county, Sta	te and ZIP Code)	(X)	9A. AMENDMENT	OF SOL	ICITATION NUME	3ER
8 Ne	shaminy Ir	Analysts, Inc. nterplex Dr Ste 209 evose, PA 19053-6944				9B. DATED (SEE I			
						10A. MODIFICATION 47QTCK18D0 10B. DATED (SEE	006		ER NO.
COD	E UEI: K5	WASFGRFAG5	FACILITY CODE CA	GE: 4D266		7/1/2018			
		11. THIS IT	EM ONLY APPLIES T	O AMENDMENTS C	F SOL	ICITATIONS			
П	he above nur	nbered solicitation is amended as se	t forth in item 14. The hour and o	date specified for receipt of C	Offers 🗆 is	extended is not extended.	tended.		
Offer's	must acknow	rledge receipt of this amendment price	or to the hour and date specified	in the solicitation or as amer	nded, by or	ne of the following met	hods:		
separa DESIG desire and is	te letter or tel SNATED FOR to change an received prior	ems 8 and 15, and returning 1 egram which includes a reference to THE RECEIPT OF OFFERS PRIOF offer already submitted, such chang to the opening hour and date specific AND APPROPRIATION DATA (If recommended)	the solicitation and amendment R TO THE HOUR AND DATE SF e may be made by telegram or li ied.	numbers. FAILURE OF YOU PECIFIED MAY RESULT IN I	JR ACKNO	OWLEDGEMENT TO I	BE REC If by vir	EIVED AT THE PI tue of this amendr	LACE ment you
			I APPLIES ONLY TO M ES THE CONTRACT/O						
	NO NO	S CHANGE ORDER IS ISSUED P TEM 10A.	URSUANT TO: (Specify autho	rity) THE CHANGES SET F	ORTH IN	ITEM 14 ARE MADE	E IN THI	E CONTRACT OI	RDER
		E ABOVE NUMBERED CONTRAC propriation date, etc.) SET FORTH				IANGES (such as ch	anges ii	n paying office,	
\boxtimes		S SUPPLEMENTAL AGREEMENT R 1.108(d)(3) and AA-2024-02	IS ENTERED INTO PURSUA	ANT TO AUTHORITY OF:					
	D. OT	HER (Specify type of modification a	and authority)						
E. IN	IPORTAN	T: Contractor \square is not \boxtimes is	required to sign this doo	cument and return	1	_ copies to the i	ssuing	office.	
14. DE	SCRIPTION	OF AMENDMENT/MODIFICATION (Organized by UCF section head	dings, including solicitation/co	ontract sub	ject matter where feas	sible.)		
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Shif	contractor fka.Paul.[1/1/10/4.5/5/5/6/	R/OFFEROR D.OR Digitally signed by Shiffka Paul D.ORC3011045358.1 Setto or iped to sign) Date: 2024:03:28 14:03:03-04'00'	15C. DATE SIGNED Click here to enter text. 28-MAR-2024	16B. UNITED STATES OF MELISSA SUGGS	F AMERIC Digitally sign SUGGS Date: 2024.0	A led by MELISSA 4.01 11:47:48 -04'00'	_ 1	6C. DATE SIGNE	D

SECTION SF30 BLOCK 14 CONTINUATION PAGE

This contract is hereby modified to incorporate the following revised text in these sections.

Section E

E.4 MASTER CONTRACT QUALITY ASSURANCE

Replace the text following the heading:

The GSA GWAC PCO over the Master Contract or designated inspector/Quality Assurance Evaluator (QAE) will review, for completeness, preliminary or draft deliverables that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the GSA GWAC PCO will not relieve the Contractor of the responsibility for complying with the requirements of the Master Contract.

Section F

Section F.7.3 - Table of Deliveries or Performance

Replace the text for item 8 in the table.

8	G.20.1 GWAC Data Calls	 Proposal Engagement Task Order Protest Data Discrepancies and/or Missing Awards. 	Responses due within ten (10) calendar days after a GSA request for the proposal engagement. Notifications due within ten (10) calendar days Protest lodged.
			Must be reported to the PCO and/or designated GSA representative within 24 hours of discovery.

Section G

G.4.5 GSA GWAC Quality Assurance Evaluators

Replace the following paragraphs.

GSA GWAC Quality Assurance Evaluators (QAE) are subject matter experts (SMEs), identified by the GWAC PCO, responsible for Contractor communication and training, and provide quality assurance reviews of, but not limited to, the following:

- 1. Government designated system Training and Problem Resolution
- 2. Data Calls and Overall Transactional Data Quality Reviews
- 3. CAF Reconciliation
- 4. Sustainability Disclosure Reviews

The GSA GWAC PCO may identify one or more government and/or Contractor support personnel to serve as GSA GWAC QAEs to ensure the effective management of the GSA GWAC Program.

G.13.2.1 Mandatory Contractor Meetings and Conferences

Replace the following paragraphs.

Third party commercial business consultants/subcontractors may not represent the Alliant 2 GWAC Contractor's Management Personnel at any PMR meetings. Additionally, the Contractor is not permitted to add or substitute their Management Personnel with another company's representatives who are not a GSA GWAC contract holder. Any exceptions to this attendance restriction must be submitted in writing to the date specified in Section F.7 prior to the event itself and will be considered by either the GSA GWAC PCO or ACO.

Government Participants and Government Sponsored Participants: The Government participants may include the GSA GWAC Program Manager, GSA GWAC PCO/ACO among other Government representatives. Additionally, by invitation of the GSA GWAC Program Manager, the meetings may include guest speakers, panelists, and other invited participants from both Government and Industry to supplement the discussion topics at the PMR events.

G.15.1 Ordering Regulations

Replace the final Paragraph with the following:

The Contractor shall ensure the UEI/CAGE number assigned to the covered Master Contract shall be consistent for Orders issued under the Master Contract.

G.19.2 Task Order Performance Assessments

Replace the last Paragraph with the following:

The OCO is aware that the Contractors' awarded UEI/CAGE is available on the GSA GWAC webpage (www.gsa.gov/alliant2) and should be used when performing their assessment of the Alliant 2 GWAC contractors.

G.22.2 Summary Subcontracting Reports

Replace the following bullet text:

• If the Contractor is using the Parent UEI when reporting, the awardee's UEI number shall be cited in the "Remarks" section of the form, if different than the Parent UEI.

G.24.4 Notice Required for Ownership Changes and Change of Name Agreements Replace the following paragraph:

If a Contractor merges, is acquired, or recognizes a successor in interest to Government contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes Novation agreements and change-of-name agreements by any Government Contracting Officer other than the GSA GWAC PCO/ACO, the Contractor must notify the GSA GWAC PCO/ACO and provide a copy of the Novation or any other agreement that changes the status of the Contractor, including the new UEI/CAGE code numbers, within the date specified in Section F.7. The Contractor may not submit Task Order Proposals under the company's new name until or unless a Contract Modification has made the change effective on the Master Contract.

Section I.7

Add the following FAR Clause. All subsequent sections numbers in Section I increase by one.

This contract is hereby modified to incorporate the following revised Federal Acquisition Regulation (FAR) clauses and provisions:

I.7 FAR 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 <u>44 U.S.C. 3552</u>, 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 FASCSA orders as follows:

- (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
 - (ii) For all other solicitations and contracts DHS FASCSA orders apply.
- (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSA 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 $\frac{4.2304}{c}$). However, see paragraph (c) of this clause.

(5)

- (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA 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 FASCSA 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 FASCSA 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 FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
- (2) If the Contractor identifies a new FASCSA 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 FASCSA 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 FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA 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 FASCSA 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 FASCSA 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 FASCSA 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 FASCSA order.
- (d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multiagency 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 FASCSA 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 FASCSA 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 FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

Add the following Alternate I to FAR 52.204-30:

FAR 52.204-30 Federal Acquisition Supply Chain Security Act Orders – Prohibition (Dec 2023), Alternate I (DEC 2023).

Alternate I (DEC 2023). As prescribed in $\frac{4.2306}{(c)}$, 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 FASCSA 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 FASCSA orders:]

Yes x No \square DHS FASCSA Order

Yes x No \square DoD FASCSA Order

Yes x No \square DNI FASCSA Order

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	D. OTHER (Specify type		GREEMENT OF THE PARTIE d authority)	S					
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E. IM	PORTANT: Contractor [☐ is not ⊠ is re	equired to sign this doc	ument and return	1	copies to the iss	uing of	ffice.	
14. DE	SCRIPTION OF AMENDMENT/N	MODIFICATION (O	rganized by UCF section headi	ngs, including solicitation/cor	ntract subje	ct matter where feasibl	e.)		
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Except	as provided herein, all terms and	d conditions of the	document referenced in item 9A	A or 10A, as heretofore chang	jed, remain	s unchanged and in ful	Il force ar	nd effect.	
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Section E

Section E.3 - Replace the text following the heading.

E.3 INSPECTION AND ACCEPTANCE

The following section applies to Contractor obligations at the Master Contract level.

Inspection of the deliverables provided hereunder shall be made by the GSA GWAC Contracting Officer or any Inspectors designated by the Contracting Officer. The place of inspection for reports required under this contract shall be at the addresses for deliverables set forth in Section F. Final acceptance of deliverables shall be made by the GSA GWAC Contracting Officer (CO), Administrative Contracting Officer (ACO).

Section F

Section F.7.3 - Replace Item 3 Text With

ID	RFP SECTION/ TITLE	DELIVERABLE	FREQUENCY	DELIVER TO
3	G.10 Contractor	Contractor webpage	Frequency - Within thirty (30)	Deliver To -
	Web Page	including updates	calendar days after the Notice to	Contractor Web
	_		Proceed and/or within thirty (30)	Page and GSA
			calendar days of a GSA	Alliant 2
			signed/approved document and	Contracts Office
			annually by 3/31 via the	
			Government Designated System.	

Section F.7.3 - Replace Item 16 Text With

ID	RFP SECTION/ TITLE	DELIVERABLE	FREQUENCY	DELIVER TO
16	I.2 Representation Regarding Certain	Deliverable	Annually, no later than October 26	Government Designated
	Telecommunications and Video			System
	Surveillance Services or Equipment			

Section G

Section G.21 - Authorized Agencies - Replace text in G.2.1

The Master Contract is available for use by executive agencies and other entities as listed in General Services Administration (GSA) Order OGP 4800.2I, Eligibility to Use GSA Sources of Supply and Services; and any future versions of that directive, e.g., OGP 4800.2J, OGP 4800.2K, etc. The GSA Order is publicly available and accessible for review on GSA's website https://www.gsa.gov/directiveslibrary.

Section G-3 - Insert the following at the end of Section G.3

FAR 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (Alternate I) (Sept 2019)

(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)

Section G.4.1 - Replace Text in Section G.4.1

G.4.1 GWAC Procuring Contracting Officer (PCO)

The GSA GWAC PCO is the sole and exclusive government official with actual authority to award the Master Contract. After award of the Master Contract, the GSA GWAC PCO may delegate any or all of the contract administration functions, described in FAR 42.302, to a GSA GWAC ACO to assist in the technical monitoring or administration of a contract.

In the event that the designated GSA GWAC PCO is unavailable to sign a contract action, GSA reserves the right to authorize another warranted GSA Contracting Officer to execute official contracting documents on their behalf.

The GSA GWAC PCO/ACO will also act in the capacity of the Assessing Official in the Contractor Performance Assessment Reporting System (CPARS) or another contract performance assessment report who is responsible for evaluating Contractor performance and for validating the proposed ratings and remarks entered by the Assessing Official Representative(s). Assessing Officials have "signature" authority and are allowed to forward assessments to the Contractor Representative for review and comment.

The GSA GWAC PCO is responsible for the oversight of the Contractor's activity on the Master Contract monitoring their technical progress, including assessing performance, interpreting the scope of work and any other technical performance requirements; performing technical evaluation as required; performing technical inspections and acceptances required by this Master Contract; and assisting in the resolution of technical problems encountered during performance.

The GSA GWAC PCO is responsible for the receipt and acceptance of the GSA GWAC payment and reporting system (Government Designated System) deliverables and reports and assists in the performance of the Master Contract past performance assessments. The GSA GWAC PCO's responsibilities will include, but are not limited to the following:

- Compile, review, and assess data produced by the designated GSA GWAC Quality Assurance Evaluators.
- Act as the primary point of contact and logging of technical issues within GSA system issues, i.e., e-Library, e-Buy, Government Designated Systems.
- Ensure overall accuracy of the transactional data and issue Correction Notices to the Contractor, whenever applicable.
- Maintain inventory of all new IT Service LCAT requests and updates to the IT Service Labor Category (LCAT) Matrix.
- Approve Contractor press releases and marketing brochures concerning the Master Contract.
- Act as the primary point of contact and logging of technical issues within GSA system issues, i.e., e-Library, e-Buy, Government Designated Systems.
- Assist in the identification and collection of any Overdue Contract Access Fee.
- Confirm that all Task Orders/Modifications are captured, and invoices reconciled per Contract Year.

Section G.4.4 - Replace Text in Section G.4.4

G.4.4 GWAC Procuring Contracting Officer (PCO)

With

G.4.4 Reserved

Section G.7

Section G.7 - Replace Heading and Text in Section G.7

Section G.7 - Task Order Contracting Officer's Technical Representative (COTR)

The OCO may designate a Contracting Officer's Technical Representative (COTR) to perform specific administrative or technical functions for their specific Task Orders.

The specific rights and responsibilities of the COTR for each Task Order shall be described in writing, which upon request, shall be provided to the Contractor. A COTR has no actual, apparent, or implied authority to bind the Government.

Section G.10 - Replace Text in Section G.10 - Contractor Web Page With

Contractors shall review annually their points of contact are current and accurate in the Contractor's web page and provide a self-certification as to the web page's compliance via a Government Designated System.

- Contractor GWAC Contract Number, UEI number, CAGE Code;
- Parent Company UEI Number, CAGE Code, if applicable;

Also Replace

This webpage must conform to the relevant accessibility standards referenced in Section 508 of the Rehabilitation Act of 1973 [29 U.S.C. 794d, as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998].

With

This webpage must conform to the relevant accessibility standards referenced in Section 508 of the Rehabilitation Act of 1973 [29 U.S.C. 794d, as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998] and 36 C.F.R. D1194.22 (2020), Web-based intranet and internet information and applications.

Section G.16 - Replace Text in Section G.16

Replace

OCOs are required to follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2). Use of Exception (d) "...to satisfy a minimum guarantee" requires approval by the Master Contract PCO.

With

OCOs are required to follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2). Use of Exception (D) "...to satisfy a minimum guarantee" requires approval by the Master Contract PCO.

Section G.19 - Replace Text in Section G.19 - Contractor Performance Assessment Reporting System

With

Past performance evaluations pertaining to the Master Contract and Orders under the Master Contract will reside in <u>SAM.Gov</u>. The <u>SAM.Gov</u> System functions as the central warehouse for performance assessment reports received from various Federal performance information collection systems.

Section G.21 - GWAC Contract Access Fee (CAF) and Fee Remittance

Insert the following text at the end of the section.

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

Section G.25 - Environmental Objectives and Requirements - Replace text in G.25 With

The Sustainable Practices and Impact Disclosures shall be submitted online using any of the systems listed below. These online reporting portals provide efficient means for contractors to share standardized Disclosures with the delegated GWAC Ordering Contracting Officers.

- a) Carbon Disclosure Project (CDP) www.cdp.net
- b) Posting the disclosure, or a link to the disclosure, on the Contractor's GWAC web site.

Section H

Section H.1 - Provisions Incorporated by Reference at Task Order Level Replace Text in Section H.1 - With

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.204-24*	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS	NOV 2021	X	X	X
	AND VIDEO SURVEILLANCE				
	SERVICES OR EQUIPMENT				

Section H.1 - Provisions Incorporated by Reference at Task Order Level

Replace Text in Section H.1 With

PROVISION	PROVISION TITLE	DATE	FP	COST	TM
#					
52.215-20	REQUIREMENTS FOR CERTIFIED	NOV 2021	X	X	X
	COST OR PRICING DATA OTHER				
	THAN CERTIFIED COST OR PRICING				
	DATA				

Section H.1 - Provisions Incorporated by Reference at Task Order Level Replace Text in Section H.1 With

PROVISION	PROVISION TITLE	DATE	FP	COST	TM
#					
52.216-29	TIME-AND-MATERIALS/LABOR-	NOV 2021			X
	HOUR PROPOSAL REQUIREMENTS —				
	NON-COMMERCIAL ITEM				
	ACQUISITION WITH ADEQUATE				
	PRICE COMPETITION				
	(Note : If DoD, use DFARS 252.216-7002				
	Alternate A (FEB 2007) in combination				
	with FAR 52.216-29 (FEB 2007))				

Section H.1 - Provisions Incorporated by Reference at Task Order Level Replace Text in Section H.1 With

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.216-30	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—OTHER THAN COMMERCIAL ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION	NOV 2021			X

Section H.1 - Provisions Incorporated by Reference at Task Order Level Replace Text in Section H.1 With

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.216-31	TIME-AND-MATERIALS/LABOR-	NOV 2021			X
	HOUR PROPOSAL REQUIREMENTS —				
	COMMERCIAL ACQUISITION				

Section H.1 - Provisions Incorporated by Reference at Task Order Level Replace Text in Section H.1 With

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.225-2*	BUY AMERICAN CERTIFICATE	OCT 2022	X	X	X

Section H.1 - Provisions Incorporated by Reference at Task Order Level Replace Text in Section H.1 With

PROVISION	PROVISION TITLE	DATE	FP	COST	TM
#					
52.225-4*	BUY AMERICAN – FREE TRADE	OCT 2022	X	X	X
	AGREEMENTS – ISRAELI TRADE ACT				
	CERTIFICATE				

Section H.7 - Remove H.7.1 Item 20 and Item 21

- 20. GSAR Clause 552.239-70, Information Technology Security Plan and Security Authorization
- 21. GSAR Clause 552.239-71, Security Requirements for Unclassified Information Technology Resources.

Section I

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021	X	X	X	X

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

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.203-14	DISPLAY OF HOTLINE	NOV	X	X	X	X
	POSTER(S)	2021				

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998) Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS- REPRESENTATION	JAN 2017	X	X	X	X

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.204-2	SECURITY REQUIREMENTS	MAR 2021	X	X	X	X

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

Insert Text in Section I.2 -

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020	X	X	X	X

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

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	NOV 2021	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998) Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	NOV 2021	X	X	X	X

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATI ONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV 2021	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998) Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 2021	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)
Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	DEC 2022	X		X	
52.212-4	ALTERNATE I	NOV 2021	X		X	

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	SEP 2023	X		X	

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

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.212-5	ALTERNATE II	SEP 2023	X		X	

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.215-14	INTEGRITY OF UNIT PRICES	NOV 2021	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998) Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	NOV 2021	X	X	X	X

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.216-5*	PRICE REDETERMINATION – PROSPECTIVE	JAN 2022	X		X	X

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

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.216-6*	PRICE REDETERMINATION —RETROACTIVE	JAN 2022	X		X	X

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.216-16*	INCENTIVE PRICE REVISION – FIRM	JAN 2022	X		X	X
	TARGET					

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.216-17*	INCENTIVE PRICE REVISION - SUCCESSIVE TARGETS	JAN 2022	X		X	Х

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.	OCT 2022	X	X	X	X

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

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	SEP 2023	X	X	X	X

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP 2023	X	X	X	X

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.219-14	LIMITATIONS ON SUBCONTRACTING	OCT 2022	X	X	X	X

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.219-16	LIQUIDATED	SEP 2021	X	V	V	V
32.219-10		SEP 2021	Λ	Λ	Λ	Λ
	DAMAGES –					
	SUBCONTRACTING					
	PLAN					

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.219-28	POST-AWARD SMALL	SEP 2023	X	X	X	X
	BUSINESS PROGRAM					
	RE-REPRESENTATION					

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

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION	MAY 2018	X	X	X	X

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC 2022	X	X	X	X

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.222-50	COMBATING TRAFFICKING IN PERSONS	NOV 2021	X	X	X	X

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.222-54	EMPLOYMENT	MAY	X	X	X	X
	ELIGIBILITY VERIFICATION	2022				

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.223-13	ACQUISITION OF EPEAT®-REGISTERED IMAGING EQUIPMENT	JUN 2014	X	X	X	X

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

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.223-14	ACQUISITION OF EPEAT®-REGISTERED	JUN 2014	X	X	X	X
	TELEVISIONS					

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.223-16	ACQUISITION OF EPEAT ®- REGISTERED PERSONAL COMPUTER PRODUCTS	OCT 2015	X	X	X	X

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.225-1	BUY AMERICAN – SUPPLIES	OCT 2022	X	X	X	X

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.225-3	BUY AMERICAN – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT	DEC 2022	X	X	X	X

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.225-3	ALTERNATE II	DEC 2022	X	X	X	X

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

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.225-5	TRADE AGREEMENTS	DEC 2022	X	X		X

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.232-7*	PAYMENTS UNDER TIME-AND- MATERIALS AND LABOR-HOUR CONTRACTS	NOV 2021			X	

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023	X	X	X	X

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	DEC 2022		X	X	Х

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

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.242-3	PENALTIES FOR UNALLOWABLE	DEC 2022		X	X	X

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	SEP 2023	X	X	X	X

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

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.245-1	GOVERNMENT PROPERTY	SEP 2021	X	X	X	X
52.245-1	ALTERNATE I	APR 2012	X	X	X	X

Section I.2.1 - Acquisition of Commercial Items

Insert the following reference.

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.210-1	MARKET RESEARCH	NOV 2021	X		X	

Section I.2.1.1 - GSAR 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

Replace With

L2.1.1 GSAR 552.204 - RESERVED

Section I.2.1.2 - Remove the entire clause below.

I.2.1.2 GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (ALTERNATE II) (FAR DEVIATION) (FEB 2018)

Section I.2.2 - General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

Replace Text in Section I.2.2 With

CLAUSE #	CLAUSE TITLE	DATE
552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS	APR 2023

Section I.2.2 - General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

Remove

CLAUSE #	CLAUSE TITLE	DATE
552.204-70	CYBER INCIDENT REPORTING REQUIRMENTS	JUL 2020

Section I.2.2 - General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

Replace

CLAUSE #	CLAUSE TITLE	DATE
552.215-70	EXAMINATION OF RECORDS BY GSA	JUN 2016

Section I.2.2 - General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

Replace

CLAUSE #	CLAUSE TITLE	DATE
552.216-75	TRANSACTIONAL DATA REPORTING (See Attachment J-6 for full-text clause)	MAY 2023

Section I.2.2 - General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

Insert the following text in Section I.2.2

CLA	USE #	CLAUSE TITLE	DATE
552.2	229-71	FEDERAL EXCISE TAX—DC GOVERNMENT	SEP 1999

Section I.2.2 - General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

Replace

CLAUSE #	CLAUSE TITLE	DATE
552.232-25	PROMPT PAYMENT (DEVIATION FAR 52-232-25)	JAN 2022

Section I.2.2 - General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

Remove the following two clauses.

CLAUSE #	CLAUSE TITLE	DATE
552.239-70	INFORMATION TECHNOLOGY SECURITY PLAN AND SECURITY AUTHORIZATION	JUN 2011
552.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES	JAN 2012

Section I.5 AUTHORIZED DEVIATIONS IN CLAUSES (Deviation FAR 52.252-6) (SEP 1999) Replace Heading Text & Date With

I.5 GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (NOV 2021)

- (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)

Section I.6 - FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

Replace Heading Text & Date With

Section I.6 - FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

Section I.11 - FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

Replace Heading Text & Date With

I.11 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 ______ [insert date].

(End of Clause)

Section - I.21 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) Replace Text

(a)

(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

- (2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of Clause)

Section J

The following table introduces an enhanced section numbering for Section J-1.

Section J-1 Heading Renumbering

Previous Section #	Heading Text	Current Section #
Unnumbered	DFARS 252.204-7007, Alternate A, Annual	J-1.2.1
	Representations and Certifications (MAY	
	2021)	
Unnumbered	DFARS 252.204-7019 Notice of NIST SP	J-1.2.2
	800-171 DoD Assessment Requirements	
	(MAR 2022)	
Unnumbered	DFARS 252.209-7006 Limitations on	J-1.2.3
	Contractors Acting as Lead System Integrators	
	(DEC 2022)	
Unnumbered	DFARS 252.209-7998, Representation	J-1.2.4
	Regarding Conviction of a Felony	
	Criminal Violation under any Federal or	
	State Law (Deviation 2012-O0007 (AUG	
	2023)	
Unnumbered	DFARS 252.209-7999 Representation	J-1.2.5
	Regarding an Unpaid Delinquent Tax Liability	
	or a Felony Conviction Under Any Federal	
	Law (Deviation 2012-O0004) (AUG 2023)	
Unnumbered	DFARS 252.217-7002, Offering Property	J-1.2.6
	for Exchange (JUN 2012)	
Unnumbered	DFARS 252.227-7017 Identification and	J-1.2.7
	Assertion of Use, Release, or Disclosure	
	Restrictions (JAN 2023)	
Unnumbered	DEADG 252 227 7020 E. 1. 1. 1. 1. 1.	J-1.2.8
	DFARS 252.227-7028, Technical Data or	
	Computer Software Previously Delivered to	
	the Government (JUN 1995)	

Previous Section #	Heading Text	Current Section #
Unnumbered	DFARS 252.246-7005, Notice of Warranty	J-1.2.9
	Tracking of Serialized Items (MAR 2016)	
Unnumbered	CLAUSES INCORPORATED BY	J-1.3
	REFERENCE	
Unnumbered	DFARS CLAUSES INCORPORATED BY	J-1.4
	FULL TEXT	

Section J-1.1

Replace the text in Section J-1.1 - DFARS 252.203-7005, Representation Relating to Compensation of Former DOD Officials (NOV 2011)

With

DFARS 252.203-7005, Representation Relating to Compensation of Former DOD Officials (SEP 2022)

Remove the following text in Section J-1.1

DFARS 252.203-7998, Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements-Representation (Deviation 2016-O0010) (FEB 2015)

Replace the text in Section J-1.1

DFARS 252.209-7002, Disclosure of Ownership or Control by a Foreign Government (JUN 2010)

With

DFARS 252.209-7002, Disclosure of Ownership or Control by a Foreign Government (DEC 2022)

Replace

PROVISIONS

With

J-1.1 PROVISIONS

Replace

DFARS 252.215-7008, Only One Offer (JUL 2019)

With

DFARS 252.215-7008, Only One Offer (DEC 2022)

Replace

DFARS 252.216-7002, Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition (FEB 2007)

With

DFARS 252.216-7002 - Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements—Other Than Commercial Item Acquisition with Adequate Price Competition (JAN 2023)

Replace

DFARS 252.225-7035, Buy America Act- Free Trade Agreements – Balance of Payment Program Certificate –Basic (Nov 2014)

With

DFARS 252.225-7035, Buy America Act- Free Trade Agreements – Balance of Payment Program Certificate –Basic (DEC 2022)

Section J-1.2

Replace

FULL TEXT PROVISIONS / REPRESENTATIONS AND CERTIFICATIONS

With

J-1,2 FULL TEXT PROVISIONS / REPRESENTATIONS AND CERTIFICATIONS

Replace

DFARS 252.204-7007, Alternate A, Annual Representations and Certifications (NOV 2020)

With

DFARS 252.204-7007, Alternate A, Annual Representations and Certifications (MAY 2021)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

- (b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.
 - (2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
 - ___ (i) Paragraph (e) applies.
 - ___ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
- (d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

- (i) <u>252.204-7016</u>, Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.
- (ii) <u>252.216-7008</u>, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iii) <u>252.225-7042</u>, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (iv) <u>252.225-7049</u>, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations. Applies to solicitations for the acquisition of commercial satellite services.
- (v) <u>252.225-7050</u>, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (vi) <u>252.229-7012</u>, Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.
- (vii) <u>252.229-7013</u>, Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.
- (ix) <u>252.247-7022</u>, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.
- (2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

(1) <u>252.209-7002</u> , Disclosure of Ownership or Control by a Foreign Government.
(ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.
(iii) <u>252.225-7020</u> , Trade Agreements Certificate.
Use with Alternate I.
(iv) <u>252.225-7031</u> , Secondary Arab Boycott of Israel.
(v) <u>252.225-7035</u> , Buy American—Free Trade Agreements—Balance of Payments Program Certificate.
Use with Alternate I.
Use with Alternate II.
Use with Alternate III.
Use with Alternate IV.
Use with Alternate V

- ____ (vi) <u>252.226-7002</u>, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
- (vii) <u>252.232-7015</u>, Performance-Based Payments—Representation.
- (e) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.acquisition.gov/. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of Provision)

Section J-1.2.2

Replace the text in J-1.2.2 - DFARS 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements (NOV 2020)

With

DFARS 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements (MAR 2022)

- (a) Definitions.
- "Basic Assessment", "Medium Assessment", and "High Assessment" have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.
- "Covered contractor information system" has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.
- (b) *Requirement*. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at

https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171.

(c) Procedures.

- (1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) () for all covered contractor information systems relevant to the offer.
- (2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to for posting to SPRS in the format identified in paragraph (d) of this provision.
- (d) *Summary level scores*. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.
 - (1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.
 - (i) The email shall include the following information:
 - (A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).
 - (B) Organization conducting the assessment (e.g., Contractor self-assessment).
 - (C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—
 - (1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and
 - (2) A brief description of the system security plan architecture, if more than one plan exists.
 - (D) Date the assessment was completed.
 - (E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).
 - (F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.
 - (ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will achieved

- (2) *Medium and High Assessments*. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:
 - (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
 - (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
 - (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
 - (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
 - (v) Date and level of the assessment, i.e., medium or high.
 - (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
 - (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.
- (3) Accessibility.
 - (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
 - (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS Awardee.pdf.
 - (iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of Provision)

Section J-1.2.3

Replace the text in Section J-1.2.3 - DFARS 252.209-7006 Limitations on Contractors Acting as Lead System Integrators (JAN 2008)

With

DFARS 252.209-7006 Limitations on Contractors Acting as Lead System Integrators (DEC 2022)

- (a) Definitions. "Lead system integrator," "lead system integrator with system responsibility," and "lead system integrator without system responsibility," as used in this provision, have the meanings given in the clause of this solicitation entitled "Prohibited Financial Interests for Lead System Integrators" (DFARS 252.209-7007).
- (b) General. Unless an exception is granted, no contractor performing lead system integrator functions in the acquisition of a major system by the Department of Defense may have any direct financial interest in the development or construction of any individual system or element of any system of systems.
- (c) Representations.
 - (1) The offeror represents that it does [] does not [] propose to perform this contract as a lead system integrator with system responsibility.
 - (2) The offeror represents that it does [] does not [] propose to perform this contract as a lead system integrator without system responsibility.
 - (3) If the offeror answered in the affirmative in paragraph (c)(1) or (2) of this provision, the offeror represents that it does [] does not [] have any direct financial interest as described in paragraph (b) of this provision with respect to the system(s), subsystem(s), system of systems, or services described in this solicitation.
- (d) If the offeror answered in the affirmative in paragraph (c)(3) of this provision, the offeror should contact the Contracting Officer for guidance on the possibility of submitting a mitigation plan and/or requesting an exception.
- (e) If the offeror does have a direct financial interest, the offeror may be prohibited from receiving an award under this solicitation, unless the offeror submits to the Contracting Officer appropriate evidence that the offeror was selected by a subcontractor to serve as a lower-tier subcontractor through a process over which the offeror exercised no control.
- (f) This provision implements the requirements of 10 U.S.C. 4292.

(End of Provision)

Section J-1.2.4

Replace the text in Section J-1.2.4 - DFARS 252.209-7998, Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (Deviation 2012-00007 (MAR 2012)

With

J-1.2.4 DFARS 252.209-7998, Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (Deviation 2012-00007 (AUG 2023)

See Class Deviation 2012-O0007, Prohibition Against Contracting with Corporations that Have a Felony Conviction, dated March 9, 2012. Contracting officers shall include the provision at 252.209-7998 in all solicitations that will use funds made available by Division H of the Consolidated Appropriations Act, 2012, including solicitations for acquisition of commercial items under FAR part 12, and shall apply the restrictions included in the deviation. This deviation is effective beginning March 9, 2012, and remains in effect until incorporated in the FAR or DFARS or otherwise rescinded.

(End of Provision)

Section J-1.2.5

Replace the text in Section J-1.2.5 - DFARS 252.209-7992, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law-Fiscal Year 2015 Appropriations (Deviation 2015-O0005) (DEC 2014)

With

J-1.2.5 DFARS 252.209-7999 Representation Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Deviation 2012-O0004) (AUG 2023)

See Class Deviation 2012-O0004, Prohibition Against Contracting with Corporations That Have an Unpaid Delinquent Tax Liability or a Felony Conviction under Federal Law, dated January 23, 2012. Contracting officers shall include this provision in all solicitations that will use funds made available by Division A of the Consolidated Appropriations Act, 2012, including solicitations for acquisition of commercial items under FAR part 12, and shall apply the restrictions included in the deviation. This deviation is effective beginning January 23, 2012, and remains in effect until incorporated in the FAR or DFARS or otherwise rescinded.

(End of Provision)

Section J-1.2.7

Replace the text in Section J-1.2.7 - DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)

With

J-1.2.7 DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2023)

As prescribed in $\underline{227.7104}$ (e)(2), or $\underline{227.7203-3}$ (a), use the following provision:

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2023)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—
 - (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data—Other Than Commercial Products and Commercial Services clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished with Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)****	(LIST)	(LIST)	(LIST)

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- *For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.
- **Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
- ***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date	
Printed Name and Title	
Signature	

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of Provision)

Section J-1.2.8

Replace the text in Section J-1.2.8 - DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

With

J-1.2.8 DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

As prescribed in 227.7103-6(d), 227.7104(f)(2), or 227.7203-6(e), use the following provision:

TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of Provision)

Section J-1.3

Section J-1.3 CLAUSES INCORPORATED BY REFERENCE

Replace the following FAR References in Section J-1.3 with the citations below:

DFARS 252.203-7001, Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (JAN 2023)

DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights (DEC 2022)

DFARS 252.203-7004, Display of Hotline Posters (JAN 2023)

DFARS 252.204-7002, Payment for Contract Line or Subline Items Not Separately Priced (APR 2020)

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors (JAN 2023)

DFARS 252.204-7006, Billing Instructions – Cost Vouchers (MAY 2023)

DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (JAN 2023)

DFARS 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support (JAN 2023)

DFARS 252.204-7021, Cybersecurity Maturity Model Certification Requirements (JAN 2023)

DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (JUN 2023)

DFARS 252.209-7007, Prohibited Financial Interests for Lead System Integrators (DEC 2022)

DFARS 252.211-7003, Item Unique Identification and Valuation (JAN 2023)

DFARS 252.211-7006 - RESERVED

DFARS 252.211-7007, Reporting of Government-Furnished Property (MAR 2022)

DFARS 252,215-7009, Proposal Adequacy Checklist (MAR 2023)

DFARS 252.216-7009, Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding (DEC 2022)

DFARS 252.219-7003, Small Business Subcontracting Plan (DOD Contracts) - Basic (DEC 2019)

DFARS 252.222-7006, Restrictions on the Use of Mandatory Arbitration Agreements (JAN 2023)

DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JAN 2023)

DFARS 252.225-7002, Qualifying Country Sources As Subcontractors (MAR 2022)

DFARS 252.225-7012, Preference for Certain Domestic Commodities (APR 2022)

DFARS 252.225-7013, Duty-Free Entry (DEC 2022)

DFARS 252.225-7021, Trade Agreements – BASIC (JAN 2023)

Remove the following DFARS Reference

DFARS 252.225-7997, Contractor Demobilization. (DEVIATION 2013-O0017) (AUG 2013)

Replace the following FAR References in Section J-1.3 with the citations below:

DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (JAN 2023)

DFARS 252.227-7013, Rights in Technical Data—Other Than Commercial Products and Commercial Services (MAR 2023)

DFARS 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation (MAR 2023)

DFARS 252.227-7015, Technical Data - Commercial Products and Commercial Services (MAR 2023)

DFARS 252.227-7016, Rights in Bid or Proposal Information (JAN 2023)

DFARS 252.227-7019, Validation of Asserted Restrictions - Computer Software (JAN 2023)

DFARS 252.227-7020, Rights In Special Works (JUN 1995)

DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JAN 2023)

DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JAN 2023)

DFARS 252.232-7006, Wide Area Workflow Payment Instructions (JAN 2023)

DFARS 252.239-7018, Supply Chain Risk (DEC 2022)

DFARS 252.239-7010, Cloud Computing Services (JAN 2023)

DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2022)

DFARS 252.244-7000, Subcontracts for Commercial Products or Commercial Services (JAN 2023)

DFARS 252.246-7003, Notification of Potential Safety Issues (JAN 2023)

DFARS 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System (JAN 2023)

DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JAN 2023)

DFARS 252.247-7023, Transportation of Supplies by Sea – BASIC (JAN 2023)

DFARS 252.249-7002, Notification of Anticipated Contract Termination or Reduction (DEC 2022)

Remove the following DFARS References

Deviation 2013-O0014, Summary Subcontract Report Submissions (SEP 2013)

DFARS 252.225-7006, Quarterly Reporting of Actual Contract Performance Outside the United States (AUG 2015)

Section J-1.4

Replace the following FAR References in Section J-1.4 - DFARS CLAUSES INCORPORATED BY FULL TEXT with the citations below:

DFARS 252.204-7020-NIST SP 800-171 DoD Assessment Requirements (JAN 2023)

DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (OCT 2015)

Provisions and clauses provided by reference can be viewed on https://www.acquisition.gov/

Section J-2 GOVERNMENT SECURITY PUBLICATIONS AND CONTRACTOR MINIMUM SECURITY REQUIREMENTS FOR SELECT SYSTEMS

Replace the following FAR References in Section J-2.1.1 with the citations below: Section J-5.A.7.1

FAR 52.204-21 (NOV 2021) Basic Safeguarding of Covered Contractor Information Systems

Replace the text in Section J-5.A.7.1 in item 2

2. Marginal: Nonperforming Status

Delinquency Notice and/or Termination of the Master Contract - Government might issue a Cure or Show Cause Notice, FAR 49.6, and/or proceed directly to Contractor Termination for Default of the Master Contract in accordance with FAR 49.4, unless (a) the Contractor Cures the deficiency, or (b) the Contractor requests a mutual cancellation of the contract, FAR 49.109-4 No-cost settlement, and the Government accepts it.

Section J-6.1

Replace the text in Section J-6.1 with the citations below:

GSAR 552.216-75 Transactional Data Reporting (MAY 2023)

(a) Definition. "Transactional data" encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

- (b) Reporting of Transactional Data. The Contractor must report all transactional data under this contract as follows:
 - (1) The Contractor must electronically report transactional data by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website, https://vsc.gsa.gov. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.
 - (2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:
 - (i) Contract or Blanket Purchase Agreement (BPA) Number.
 - (ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).
 - (iii) Non Federal Entity.
 - (iv) Description of Deliverable.
 - (v) Manufacturer Name.
 - (vi) Manufacturer Part Number.
 - (vii) Unit Measure (each, hour, case, lot).
 - (viii) Quantity of Item Sold.
 - (ix) Universal Product Code.
 - (x) Price Paid per Unit.
 - (xi) Total Price.

Note to paragraph (b)(2): The Contracting Officer may add data elements to the standard elements listed in paragraph (b)(2) of this section with the approvals listed in GSAM 507.105(b)(3).

- (3) The Contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.
- (4) The Contractor must report the price paid per unit, total price, or any other data elements with an associated monetary value listed in (b)(2) of this section, in U.S. dollars.

- (5) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.
- (6) Reporting Points. (i) The acceptable points at which transactional data may be reported include—
 - (A) Issuance of an invoice; or
 - (B) Receipt of payment.
 - (ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.
 - (7) The Contractor must continue to furnish reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order issued against the contract.
 - (8) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other information that would compromise national security are exempt from this reporting requirement.
 - (9) This clause does not exempt the Contractor from fulfilling existing reporting requirements contained elsewhere in the contract.
 - (10) GSA reserves the unilateral right to change reporting instructions following 60 calendar days' advance notification to the Contractor.
- (c) Contract Access Fee (CAF). (1) GSA's operating costs are reimbursed through a CAF charged on orders placed against this contract. The CAF is paid by the ordering activity but remitted to GSA by the Contractor. GSA has the unilateral right to change the fee structure at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change.
- (2) Within 60 calendar days of award or inclusion of this clause in the contract, a GSA representative will provide the Contractor with specific written procedural instructions on remitting the CAF, including the deadline by which the Contractor must remit the CAF. The deadline specified in the written procedural instructions will be no less than 30 calendar days after the last calendar day of the month. GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.
- (3) The Contractor must remit the CAF to GSA in U.S. dollars.
- (4) The Contractor's failure to remit the full amount of the CAF within the specified deadline constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the required sales reports, falsifies them, or fails to timely pay the CAF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

(End of GSAR Provision)

Section J-8

ATTACHMENT J-8 - WEBSITE REFERENCES

J-8.1 GWAC Program Email Correspondences

Alliant 2 PCO/ACO

Alliant2@gsa.gov

GWAC Scope Review Request https://www.gsa.gov/node/84448
GSA Ombudsman GSAIndustrySupport@gsa.gov

Table 16 - Web Site References

SECTION	DESCRIPTION	WEBSITE URL
B.5	OFPP Best Practices Handbook	https://www.whitehouse.gov/omb/management/office-federal-procurement-policy/
B.13	U.S. Department of State, Bureau of Administration, Office of Allowances	https://aoprals.state.gov/
C.3.1, C.3.2, C.10	Federal Enterprise Architecture Framework (FEA): Business Reference Model, and Performance Reference Model	https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/egov_docs/fea_v2.pdf
C.4.4	SP 800-146 Cloud Computing	https://csrc.nist.gov/pubs/sp/800/146/final
C.10	Federal Enterprise Architecture Framework.	https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/egov_docs/fea_v2.pdf
	DOD Information Enterprise	https://dodcio.defense.gov/Library/DoD-Architecture- Framework/dodaf20_arch_development/

^{**} Contractor Registration Required (below)

SECTION	DESCRIPTION	WEBSITE URL
	Architecture.	https://www.acquisition.gov/psc-manual
	FPDS PSC Manual.	
	Department of Labor Bureau of Labor Statistics Standard Occupational Classification.	http://www.bls.gov/soc/ http://www.onetonline.org/
	The Occupational Information Network (O*NET) System.	
	Information Technology Definition.	https://www.acquisition.gov/far/part-2 https://dodcio.defense.gov/portals/0/documents/ciodesrefvolone.pdf
	Clinger-Cohen Act.	
E.1, F.1, H.1, I.2	Federal Acquisition Regulation.	https://www.acquisition.gov/?q=browsefar
	GSA Regulation.	https://www.acquisition.gov/browse/index/gsam
G.2.1	4800.2H ADM Eligibility to Use GSA Sources of Supply and Services	https://www.gsa.gov/system/files/SignedGSADirective48002H.pdf
G.10	Contractor Website - CMMI Institute- Published	https://cmmiinstitute.com/learning/appraisals/results

SECTION	DESCRIPTION	WEBSITE URL
	Appraisal Results	
G.14	** GSA eBuy	https://www.ebuy.gsa.gov/ebuy/
G.19	** Contractor Performance Assessment Reporting System.	https://www.cpars.gov/
G.19.2	GSA Alliant 2 GWAC Homepage GWAC Contracts GWAC Contract Holders GWAC Pricing.	www.gsa.gov/alliant2
	HomepageSOW ReviewRequestDPA Request.	http://www.gsa.gov/gwacs
G.20.2	** Government Designated System: Reporting Transactional Data - Instructions and Definitions.	(To Be Determined at Time of Award in the Notice to Proceed)
	** System for Award Management (SAM).	https://sam.gov/content/home

SECTION	DESCRIPTION	WEBSITE URL
G.22.2	** Subcontracting Reports	https://www.esrs.gov/
G.23	Prime & Subcontractor Spending: Sub- award data for all Spending Types	https://www.usaspending.gov/
G.25	** Carbon Disclosure Project (CDP.	https://www.cdp.net/en-US/Pages/HomePage.aspx
H.3	GSA Logo	https://www.gsa.gov/reference/gsa-logo-policy
H.7	GSA IT Policies	https://www.gsa.gov/policy-regulations/policy/information-technology-policy?topnav=policy-regulations
Н.9	IT Security Policies Homeland Security Presidential Directives-12 (HSPD-12 OMB guidance M- 05-24 FIPS PUB 201.	https://www.commerce.gov/osy/programs/credentialing/hspd-12-credentialing
	GSA HSPD-12, Personal Identity Verification.	https://www.gsa.gov/technology/it-contract-vehicles-and-purchasing- programs/mas-it/identity-credentialing-and-access-management
H.10	Government Designated System Training Modules	(To Be Determined at Time of Notice to Proceed/Effective Date)
H.13	Section 508 Standards	http://www.section508.gov/

SECTION	DESCRIPTION	WEBSITE URL
Attachment J-2	DoD Cloud Computing Security	https://storefront.disa.mil/kinetic/disa/service-catalog#/forms/secure-cloud-computing-architecture

If you encounter a broken web link in the above listing, please contact the GWAC Contracts Office at Alliant2@gsa.gov.

The GWAC Contracts Office will periodically update this Attachment J-8 whenever Master Contract Modifications are issued, and also provide more recent updates on GSA's Alliant 2 GWAC website at a time when GSA is made aware of any needed changes to website URL names or addresses.

AMENDMENT OF SOLICITATION/MODIFICATION OF		OF CONTRACT	CONTRACT 1. CONTRACT ID CODE		PAGE OF PAGES 1 2			
2. AM PS001		ENT/MODIFICATION NO.		3. EFFECTIVE DATE July 3. 2023	4. REQUISITION/PURCHA	SE REQU	IISITION NUMBER 5.	PROJECT NO. (If Applicable)
	SUED B	Y:	CODE	QT2F2BA	7. ADMINISTERED BY (If o	other than	Item 6) CODE	
IT SI 333	ERVIO	ERAL SERVICES ADN CES CONTRACT OPE F BROADWAY, STE. 9 GO, CA 92101-3805	RATION:					
8. NA	AME A	AND ADDRESS OF CON	TRACTO	R (No., street, county, St	ate and ZIP Code)	(X)	9A. AMENDMENT OF S	OLICITATION NUMBER
8 Ne	shami	ems Analysts, Inc. iny Interplex Dr Ste 209 e Trevose, PA 19053-6					9B. DATED (SEE ITEM	11)
1 000	, corvin	5 116 V 000 C, 1 7 V 100 C C	V++			\boxtimes	10A. MODIFICATION O 47QTCK18D0006	F CONTRACT/ORDER NO.
COD	ELIFI	: K5WASFGRFAG5		FACILITY CODE C	AGE: 4D266	-	10B. DATED (SEE ITEM 7/1/2018	1 13)
	LOLI		I. THIS IT	'	TO AMENDMENTS C	F SOL	ICITATIONS	
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers □ is extended □ is not extended. Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning # copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reterence to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. 14. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 15. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). 16. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 1.108(d)(3) and FAC 2023-04						IT THE PLACE DESIGNATED notment you desire to change an ment, and is received prior to the		
E. IN	1POR	TANT: Contractor □ is	not ⊠ is r	equired to sign this do	cument and return	1	copies to the issuin	g office.
The p	14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this bilateral modification is to include the following amended sections of the Federal Acquisition Regulation (FAR) pertaining to FAR clause 52.204-27 Prohibition on a ByteDance Covered Application to your Governmentwide Acquisition Contract (GWAC). This modification supersedes any previous version of the contract. SEE CONTINUATION PAGE 2							
Evcen	t as pro	vided herein, all terms and conc	litions of the	document referenced in item	9A or 10A, as heretofore chang	ed remain	s unchanged and in full force	ce and effect
	<u> </u>	ND TITLE OF SIGNER (Type of		assamon referenced in Items		•	ACTING OFFICER (Type o	
		fka, Vice President o		cts and Procuremen	Diemle Phan		, , ,	. ,
15B. CONTRACTOR/OFFEROR Paul Shiffea (Signature of person authorized to sign) 15C. DATE SIGNED Click here to enter text. 29-JUN-2023 16B. UNITED STATES OF AMERICA DIEMLE PHAN Digitally signed by DIEMLE PHAN DIGITAL DIG								

This contract is hereby modified to incorporate the following revised Federal Acquisition Regulation (FAR) clauses and provisions:

1. Under Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (1998).

ADD:

52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CON			OF CONTRACT	1. CONT	RACT ID CODE	PAGE OF PAGES	S
				Click he	ere to enter text.	1 1	1
2. AMEN PA0014	NDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 7/1/2023	4. REQUISITION/PURCHASE REQUISITION 5. PROJECT NO. (If Applicable)			5. PROJECT NO. (If Applicable)	
6. ISSU	ED BY: CODE	QT2F2BA	7. ADMINISTERED BY (If other than Item 6) CODE				
SERV 333 W	GENERAL SERVICES ADMINISTRA ICE CONTRACT DIVISION 2 /EST BROADWAY, ROOM 950 DIEGO, CA 92101	ATION					
8. NAN	ME AND ADDRESS OF CONTRACTOR	R (No., street, county, State	e and ZIP Code)	(X)	9A. AMENDMEN	T OF SOLICITATION NUMBER	R
8 Nesl	Systems Analysts, Inc. naminy Interplex Dr Ste 209 erville Trevose, PA 19053-6944				9B. DATED (SEE		
					10A. MODIFICAT 47QTCK18D	TION OF CONTRACT/ORDER 0006	NO.
CODE	UEI: K5WASFGRFAG5	FACILITY CODE	CAGE: 4D266		10B. DATED (SE 7/1/2018	E ITEM 13)	
	11. THIS IT	EM ONLY APPLIES T	O AMENDMENTS OF	SOLICIT	ATIONS		
☐ The	e above numbered solicitation is amended as set f	orth in item 14. The hour and da	te specified for receipt of Offer	s □ is extend	ed □ is not extende	d.	
Offer's m	nust acknowledge receipt of this amendment prior	to the hour and date specified in	the solicitation or as amended	I, by one of th	e following methods:		
(a) By completing Items 8 and 15, and returning # copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the							
	hour and date specified. OUNTING AND APPROPRIATION DATA (If requi	ired)					
	13 THIS ITEM	I APPLIES ONLY TO M	ODIFICATIONS OF C	ONTRACT	S/ORDERS		
		ES THE CONTRACT/O					
	A. THIS CHANGE ORDER IS ISSUED NO. IN ITEM 10A.	PURSUANT TO: (Specify aut	hority) THE CHANGES SET	FORTH IN IT	EM 14 ARE MADE	IN THE CONTRACT ORDER	₹
\boxtimes	B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORT				NGES (such as cha	nges in paying office,	
	C. THIS SUPPLEMENTAL AGREEME	NT IS ENTERED INTO PURS	UANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification	n and authority)					
E. IMP	PORTANT: Contractor $oxtimes$ is not $oxtimes$ is r	equired to sign this docu	ıment and return	copi	es to the issuin	g office.	
14. DES	CRIPTION OF AMENDMENT/MODIFICATION (O	rganized by UCF section headir	ngs, including solicitation/contra	act subject ma	tter where feasible.)		
Modi	fication PA0014 is issued to reflect the	e following changes:					
	cordance with Section I, paragraph I. by exercises its option to extend the to						
	Al	I other contract terms ar	nd conditions remain ur	ichanged.			
Except a	as provided herein, all terms and conditions of t	he document referenced in ite	n 9A or 10A, as heretofore cl	nanged, rema	ins unchanged and	in full force and effect.	
	ME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF		-		
			Diemle Phan Contracting Office	cer			
15B. CO	NTRACTOR/OFFEROR	15C. DATE SIGNED Click here to enter text.	16B. UNITED STATES OF A		HAN	16C. DATE SIGNED	
(Signatu	re of person authorized to sign)	(Signature of Contracting Of		¥'00'			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			OF CONTRACT	1. CONTRACT ID CODE PAGE OF PAGE 1			
2. AME PO001	ENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHAS	SE REQU	ISITION NUMBER 5.	PROJECT NO. (If Applicable)
6. ISS	UED BY:	CODE	QT2F2BA	7. ADMINISTERED BY (If o	ther than	Item 6) CODE	
IT SE 333 \	GENERAL SERVICES ADN ERVICES CONTRACT OPE WEST BROADWAY, STE. 9 DIEGO, CA 92101-3805	RATION					
8. NA	AME AND ADDRESS OF CON	TRACTO:	R (No., street, county, Sta	ate and ZIP Code)	(X)	9A. AMENDMENT OF S	OLICITATION NUMBER
8 Nes	Systems Analysts, Inc. shaminy Interplex Dr Ste 209 terville Trevose, PA 19053-69	144				9B. DATED (SEE ITEM	11)
1 043	tervine rievose, i A 10000-00	,			\boxtimes	47QTCK18D0006	F CONTRACT/ORDER NO.
COD	E UEI: K5WASFGRFAG5		FACILITY CODE C	AGE: 4D266	1	10B. DATED (SEE ITEM 7/1/2018	1 13)
COD		THIS I	•	TO AMENDMENTS O	F SOL	CITATIONS	
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning # copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to to opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						T THE PLACE DESIGNATED ndment you desire to change an ment, and is received prior to the	
14. DE The p	E. IMPORTANT: Contractor ⊠ is not □ is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this unilateral modification is to adjust the escalation factor to 1.0485 applicable to the maximum rates for Time-and-Material and Labor Hour Contract Types for Contract Years 6-10. This modification supersedes any previous version of the contract.						to the maximum
	t as provided herein, all terms and cond				d, remain		
15A. N	IAME AND TITLE OF SIGNER (Type or	print)		16A. NAME AND TITLE OF	CONTRA	ACTING OFFICER (Type of	r print)
				Diemle Phan Contracting Offi	cer		
15B. C	CONTRACTOR/OFFEROR		15C. DATE SIGNED Click here to enter text.	16B. UNITED STATES OF	d by DIEMLE	A	16C. DATE SIGNED
(Signature of person authorized to sign) DIEMLE PHAN Discourage Discourage						4/24/2023	

This contract is hereby modified to incorporate the section B.11.5.1 of the Alliant 2 Master Contract.

Replaced Section B.11.5.1 Maximum Rates for Time-and-Material and Labor Hour Contract Types

(a) APPLICABLE TO THE MASTER CONTRACT

Escalation Factor: This escalation factor will be the average annual Bureau of Labor Statistics (BLS) Employment Cost Index (ECI), "Table 5: COMPENSATION (NOT SEASONALLY ADJUSTED) for total compensation for private industry workers, by occupational group and Industry, Professional, Scientific, and Technical Services".

AMENDMENT OF SOLICITATION	F CONTRACT	T 1. CONTRACT ID CODE			PAGE OF PAGES		
			-		1 1		
2. AMENDMENT/MODIFICATION NO. PA0012	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQUISITION 5. PROJECT NO. (If App. NUMBER					
6. ISSUED BY: CODE	QT2F2BA	7. ADMINISTERED BY (If a	other thai	n Item 6) CODE			
U.S. GENERAL SERVICES ADMINISTR FAS/ITC IT SERVICES CONTRACT OPE 1800 F. STREET, N.W, 3RD FLOOR WASHINGTON, DC 20240							
8. NAME AND ADDRESS OF CONTRACTO	R (No., street, county, Stat	e and ZIP Code)	(X)	9A. AMENDMENT	OF SOLI	CITATION NUMBER	
Data Systems Analysts, Inc. 8 Neshaminy Interplex Dr Ste 209 Feasterville Trevose, PA 19053-6944				9B. DATED (SEE IT	EM 11)		
reasterville rievose, i A 19000-0944			\boxtimes	10A. MODIFICATIO 47QTCK18D00		ONTRACT/ORDER NO.	
CODE UEI: K5WASFGRFAG5	FACILITY CODE CA	GE: 4D266		10B. DATED (SEE 7/1/2018	ITEM 13))	
	TEM ONLY APPLIES 1		F SOLI	CITATIONS			
The above numbered solicitation is amended as set					ded.		
Offer's must acknowledge receipt of this amendment prior							
letter or telegram which includes a reference to the solicit: FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR offer already submitted, such change may be made by tel opening hour and date specified.	(a) By completing Items 8 and 15, and returning # copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If requ	uired)						
	M APPLIES ONLY TO MILES THE CONTRACT/C						
A. THIS CHANGE ORDER IS ISSUED PUIN ITEM 10A.	JRSUANT TO: (Specify authori	ty) THE CHANGES SET FOR	RTH IN IT	EM 14 ARE MADE IN	THE C	ONTRACT ORDER NO.	
B. THE ABOVE NUMBERED CONTRACT appropriation date, etc.) SET FORTH II				NGES (such as chan	ges in pa	aying office,	
C. THIS SUPPLEMENTAL AGREEMENT FAR 43.103(a)(3) AND BY M							
D. OTHER (Specify type of modification as	nd authority)						
E. IMPORTANT: Contractor \boxtimes is not \square is	required to sign this doc	ument and return	(copies to the issu	ing offi	ice.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (G			act subjed	ct matter where feasible	∍.)		
- Effective 01 November 2022, the Procu Diemle-Phan.			GWAC	is changed from	Romar	n Rodriguez to	
- Effective 01 November 2022, the Admir	istrative Contracting Off	icer (ACO) for the Allia	nt 2 GV	VAC is changed f	rom Di	iemle-Phan to Jason	
Schmitt.							
Except as provided herein, all terms and conditions of the	document referenced in item 9A	or 10A, as heretofore change	d, remain	s unchanged and in ful	I force ar	nd effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF	CONTRA	ACTING OFFICER (Ty	pe or prir	nt)	
		Jason Schmitt					
		Contracting Offi			-		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED Click here to enter text.	DocuSigned by:	AMERICA	A	16	C. DATE SIGNED	
(Signature of person authorized to sign) 11/7/2022 (Signature of person authorized to sign) 11/7/2022							

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE					PAGE C	F PAGES		
							1	2
2. AMENDMENT/MODIFICATION NO. PS0011		3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCH/ NUMBER	ASE REQU	ROJECT NO. (If Applicable)		
6. ISSUED BY:	CODE	QT2A1CA	7. ADMINISTERED BY (If	other than	Item 6) CODE			
U.S. GENERAL SERVICES ADM IT SERVICES CONTRACT OPER 333 WEST BROADWAY, STE. 95 SAN DIEGO, CA 92101-3805	RATION							
8. NAME AND ADDRESS OF CONT	RACTO	R (No., street, county, S	State and ZIP Code)	(X)	9A. AMENDMENT	OF SO	LICITATION N	JMBER
Data Systems Analysts, Inc. 8 Neshaminy Interplex Dr Ste 209 Feasterville Trevose, PA 19053-694	1.4				9B. DATED (SEE I	TEM 11)	
reasterville Hevose, FA 19055-094	+4			\boxtimes	10A. MODIFICATION 47QTCK18D0		CONTRACT/OF	RDER NO.
CODE DUNS: 048620512		FACILITY CODE O	CAGE: 4D266	-	10B. DATED (SEE 7/1/2018	ITEM 1	(3)	
	HIS IT	'	TO AMENDMENTS (OF SOL	ICITATIONS			
The above numbered solicitation is amend						ended		
Offer's must acknowledge receipt of this amend			· · ·					
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40 TIII	0.17514	ADDI IEO ONI VITO	MODIFICATIONS OF	OONED	• 0T0/0DDED0			
			MODIFICATIONS OF (ORDER NO. AS DESC					
A. THIS CHANGE ORDER IS IS NO. IN ITEM 10A.						E IN TH	IE CONTRACT	ORDER
			O REFLECT THE ADMINISTR O THE AUTHORITY OF FAR		IANGES (such as ch	anges	in paying office	
C. THIS SUPPLEMENTAL AGR								
D. OTHER (Specify type of mod								
E. IMPORTANT: Contractor ☐ is no	ot ⊠ is	required to sign this d	document and return	1	_ copies to the i	ssuin	g office.	
14. DESCRIPTION OF AMENDMENT/MODIFIC The purpose of the bilateral m Acquisition Contract (GWAC) version of the contract.	odific	ation is to increas \$50 Billion to \$75	se the maximum ce	iling va s modi	alue of Alliant	2 G		
		OLL CONT	INDATION LAGE 2	_				
Except as provided herein, all terms and condition	ns of the d	ocument referenced in item !	9A or 10A, as heretofore chang	ed, remain	s unchanged and in fo	ıll force	and effect.	
15A. NAME AND TITLE OF SIGNER (Type or)			16A. NAME AND TITLE C	-				
Paul Shiffka, Vice President of Contr		d Procurement	Diemle Phan Contracting Of		· ·	, ,	,	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED Click here to enter text.	16B. UNITED STATES O				16C. DATE SIG	INED
Shiffka.Paul.D.OR Digitally signed by (Signature 18 487398 auth of Signature 18 18:32:05 -04'0	ID)'	01 Sept 2022	DIEMLE PHAN		09.09 09:16:53 -04'00'	_	09 Sept	tember 202

CONTRACT NUMBER: 47QTCK18D0006 MODIFICATION NUMBER: PS0011 Page 2 of 2

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

This contract is hereby modified to incorporate the section B.4 of the Alliant 2 Master Contract.

Updated Section B.4 MAXIMUM CONTRACT CEILING AND MINIMUM CONTRACT GUARANTEE

(a) Maximum. The maximum contract ceiling value of all contracts in this multiple award procurement is established at \$75 Billion dollars.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				OF CONTRACT	1. CONTRACT ID CODE PAGE OF PAGE 1					
2. AM PS001		NT/MODIFICATION NO.		3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHAS	ASE REQUISITION NUMBER 5. PROJECT NO. (If Applicable)				
6. ISS	UED BY	/:	CODE	QT2A1CA	7. ADMINISTERED BY (If or	ther than	Item 6) CODE			
IT SI 333	ERVIC WEST	ERAL SERVICES ADMII CES CONTRACT OPERA BROADWAY, STE. 95 GO, CA 92101-3805	ATION							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)						(X)	9A. AMENDMENT OF S	OLICITATION NUM	IBER	
8 Ne	shami	ms Analysts, Inc. ny Interplex Dr Ste 209 e Trevose, PA 19053 - 694	4				9B. DATED (SEE ITEM	11)		
		,					10A. MODIFICATION O 47QTCK18D0006		ER NO.	
COD	E DUN	NS: 048620512		FACILITY CODE CA	AGE: 4D266		10B. DATED (SEE ITEM 7/1/2018	113)		
		11.	THIS I	TEM ONLY APPLIES	TO AMENDMENTS O	F SOL	CITATIONS			
Offer's (a) By letter of FOR Toffer a openin	The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning # copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required)									
				· · · · · - · - · · · · · · · · · · · ·	MODIFICATIONS OF CONTROL OF CONTR					
	Α.	THIS CHANGE ORDER IS ISS IN ITEM 10A.	SUED PL	JRSUANT TO: (Specify autho	ority) THE CHANGES SET FO	RTH IN IT	EM 14 ARE MADE IN TH	IE CONTRACT OR	DER NO.	
	В.	THE ABOVE NUMBERED CO appropriation date, etc.) SET F					NGES (such as changes i	in paying office,		
\boxtimes	C.	THIS SUPPLEMENTAL AGRE FAR 43.103(a)(3) AND								
	D.	OTHER (Specify type of modifi	ication aı	nd authority)						
E. IN	IPOR1	「ANT: Contractor □ is no	t ⊠ is	required to sign this do	cument and return	1	copies to the issuing	g office.		
		rion of amendment/modific use of this bilateral m			= -	-	<i>'</i>	iant 2 GWA0	٥.	
This	modi	fication supersedes a	any pi		the contract. NUATION PAGE 2					
		rided herein, all terms and condition		document referenced in item 9						
		ND TITLE OF SIGNER (Type or position), Vice President of Contra	·	d Procurement	Diemle Phan Contracting Offi		ACTING OFFICER (Type 0.	r pnniy		
15B. C	CONTRA	CTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA	\	16C. DATE SIGNE	ED	
		Digitally signed by aul.D.OR Shiffka.Paul.D.ORC3011005	6072.	Click here to enter text. 25-FEB-2022	DIEMLE PHAN (Signature of Contracting C		d by DIEMLE PHAN 24 07:52:21 -04'00'	3/24/2022		

Attachment J-5.A.2.1 Definition of Participation

Participation Credit for Proposals under a Multiphase Solicitation

Effective July 1, 2021, Contract Year 4, Participation Credit can be earned under a Multiphase Solicitation as follows:

- (a) The Contractor had responded to an agency's official solicitation an RFP/RFQ, which included the selection procedures in the solicitation indicating the multiphase evaluation approach;
- (b) Price or cost was considered as one of the evaluation factors in the selection decision;
- (c) A receipt of a Government advisory notice stating the contractor was not considered as a viable offeror for an award, and advising the contractor not to participate in subsequent phases;
- (d) A notification of a Government-initiated down-selection that resulted in the exclusion of the Contractor from further consideration within a solicitation for a Task Order in advance of subsequent phases prior to award; and
- (e) The Contractor provides verification to the GWAC ACO of the multiphase solicitation, proposal and down selection outcomes to support earning the Participation credit. Participation is credited on the date the agency states in their solicitation (or amended solicitation) as the due date or deadline for Government receipt of Contractor Proposals.

NOTICE:

- i. A Voluntary down selection situation is defined as a Contractor who makes its own decision to withdraw or exclude itself from further consideration. Therefore, a Voluntary down selection after phase/step one of the official solicitation with a Government advisory notice (as delineated in (c)), will be considered for Participation credit, beginning in contract year four and continuing during subsequent contract years.
- ii. A Mandatory down selection situation is defined as a Contractor who is being excluded by the Government from further consideration. Therefore, a Mandatory down selection after phase/step one of the official solicitation will be considered for Participation credit, beginning in contract year four and continuing during subsequent contract years.
- iii. Additionally, there are other types of multiphase solicitations including an Advisory multi-step process, see FAR 15.202. In this scenario, the Government publishes a presolicitation notice that provides a general description of the scope or purpose of the Task Order and invites potential Offerors to submit information that allows the ordering agency to advise the Offerors about their potential to be viable competitors. The Government evaluates all responses and advises each respondent in writing either that it will be invited to participate in the resultant Task Order or, based on the contractor's information submitted, that it is unlikely to be a viable competitor. Regardless of the Government's advice, the Contractor may still participate in the resultant Task Order even when the Government's response is negative. Therefore, Offerors responding to a presolicitation notice (not to be confused with an official RFP/RFQ containing a voluntary down-select, multi-step/phase) will not receive a participation credit.

J-5.A.2.2 Definition of What is Not Participation

<u>What is **not** Participation</u> – Participation in Contractor Engagement, as defined in this Master Contract, does not include Contractor activities, listed below, for purposes of crediting or assessing required performance *Participation* Standards.

- (k) Unsolicited sole source bid, proposal, or capability statement.
- (I) Any other Contractor Activities not mentioned above that is performed prior to submitting a proposal in response to an agency official RFP/RFQ under this Master Contract.

AMENDMENT OF SOLICITATION/MODIFICATION O			OF CONTRACT	1. CONTRACT ID CODE			PAGE OF PAGES	
					Click	here to enter text.		1 2
2. AMENDMENT/N PO0009	MODIFICATION NO.		3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHAS	SITION/PURCHASE REQUISITION NUMBER 5. PROJECT NO. (If Appli			
6. ISSUED BY:	C	ODE	QT2A1CA	7. ADMINISTERED BY (If or	ther than	Item 6) CODE		
IT SERVICES 333 WEST BE	AL SERVICES ADMIN CONTRACT OPERA ROADWAY, STE. 950 CA 92101-3805	NOITA					L	
8. NAME AND	ADDRESS OF CONTR	ACTO	R (No., street, county, Sta	te and ZIP Code)	(X)	9A. AMENDMENT OF	SOLIC	CITATION NUMBER
	Analysts, Inc. nterplex Dr Ste 209 evose, PA 19053-6944	Ĺ				9B. DATED (SEE ITER	M 11)	
	,					10A. MODIFICATION 47QTCK18D000		NTRACT/ORDER NO.
CODE DUNS:	048620512		FACILITY CODE CA	AGE: 4D266		10B. DATED (SEE ITE 7/1/2018	M 13)	
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	mbered solicitation is amended	d as set	forth in item 14. The hour and o	date specified for receipt of Offe	rs 🗆 is ex	xtended □ is not extended		
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				MODIFICATIONS OF C				
				rity) THE CHANGES SET FO			HE CO	ONTRACT ORDER NO.
				EFLECT THE ADMINISTRAT HE AUTHORITY OF FAR 43.		NGES (such as changes	s in pa	ying office,
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D. OT	HER (Specify type of modific	cation ar	nd authority)					
E. IMPORTAN	I T: Contractor □ is not	⊠isı	required to sign this doo	cument and return	1	copies to the issui	ng off	fice.
The purpose Regulation (F Federal Cont	14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this bilateral modification is to include the following amended sections of the Federal Acquisition Regulation (FAR) pertaining to Executive Order (EO) 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors and FAR Clause 52.223-99 to your Governmentwide Acquisition Contract (GWAC). This modification supersedes any previous version of the contract. SEE CONTINUATION PAGE 2							
Except as provided	herein, all terms and condition	ns of the	document referenced in item 9	A or 10A, as heretofore change	d, remain	s unchanged and in full fo	rce an	d effect.
15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)						t)		
Paul Shiffl	ka, Vice Preside	ent c	of Contracts	Diemle Phan Contracting Offi	cer			
15B. CONTRACTO Shiffka.Pau		0	15C. DATE SIGNED Click here to enter text. 18 Oct 2021	Diemle Phan	Xigitally signed by Dis XX; C=US, O=U.S. G XX=Diemie Phan, E= Reason: your signing location: Diemie Pha Xxte: 2021.10.26 16::	emile Phan leneral Services Administration,	160	2. DATE SIGNED 10/26/2021
2.ID	Date: 2021910.18 16:38:30)	10 000 2021	(Signature of Contracting C	fficer) "	mono cradi l	l	

The following clause is added to Section I:

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.saferfederalworkforce.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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				OF CONTRACT	1. CON	ITRACT ID CODE	PAGE	OF PAGES	
					Click	here to enter text.	1	10	
2. AM PO000	ENDMENT/MODIFICATION NO. 08		3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHA	ON/PURCHASE REQUISITION NUMBER 5. PROJECT NO. (If				
6. ISS	UED BY:	CODE	QT2A1CA	7. ADMINISTERED BY (If o	other than	Item 6) CODE			
IT SI 333	GENERAL SERVICES AD ERVICES CONTRACT OPI WEST BROADWAY, STE. DIEGO, CA 92101-3805	ERATION							
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8 Ne	Systems Analysts, Inc. shaminy Interplex Dr Ste 209 terville Trevose, PA 19053-6					9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO.			
						47QTCK18D0000			
COD	E DUNS: 048620512		FACILITY CODE C	CAGE: 4D266		7/1/2018	,		
	1	1. THIS I	TEM ONLY APPLIES	S TO AMENDMENTS (OF SOL	ICITATIONS			
П	he above numbered solicitation is am	ended as set	forth in item 14. The hour and	d date specified for receipt of Off	ers 🗆 is ex	tended □ is not extended	d.		
	must acknowledge receipt of this ame								
letter of FOR T offer a	completing Items 8 and 15, and return telegram which includes a reference HE RECEIPT OF OFFERS PRIOR To Iready submitted, such change may be ghour and date specified.	e to the solicita O THE HOUR	ation and amendment number AND DATE SPECIFIED MA	rs. FAILURE OF YOUR ACKNO Y RESULT IN REJECTION OF '	WLEDGEN YOUR OFF	MENT TO BE RECEIVED ER. If by virtue of this am	AT THE PLACE D endment you desir	ESIGNATED re to change an	
	COUNTING AND APPROPRIATION	DATA (If requ	uired)						
	13,	THIS ITE	M APPLIES ONLY TO	MODIFICATIONS OF	CONTRA	ACTS/ORDERS			
	I	IT MODIF	IES THE CONTRACT	ORDER NO. AS DESC	RIBED	IN ITEM 14.			
	A. THIS CHANGE ORDER IS IN ITEM 10A.	S ISSUED PL	JRSUANT TO: (Specify auth	hority) THE CHANGES SET FO	ORTH IN IT	EM 14 ARE MADE IN T	HE CONTRACT (ORDER NO.	
				REFLECT THE ADMINISTRA THE AUTHORITY OF FAR 43		NGES (such as changes	s in paying office,		
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	D. OTHER (Specify type of m	nodification a	nd authority)						
E. IN	IPORTANT: Contractor □ is	not ⊠ is	required to sign this do	ocument and return	1	copies to the issuir	ng office.		
14. DE	SCRIPTION OF AMENDMENT/MOD	IFICATION (Organized by UCF section he	adings, including solicitation/con	tract subjec	ct matter where feasible.)			
	ourpose of this bilateral							de	
Acqu	isition Contract (GWAC	C). This	•	• •		on of the contra	ct.		
			SEE CON	TINUATION PAGE	2				
Excep	t as provided herein, all terms and cor	nditions of the	document referenced in item	9A or 10A, as heretofore chang	ed, remain	s unchanged and in full fo	rce and effect.		
15A. N	IAME AND TITLE OF SIGNER (Type	or print)		16A. NAME AND TITLE O	F CONTRA	ACTING OFFICER (Type	or print)		
				Diemle Phan					
Pau	l Shiffka, Vice Pres	sident d	of Contracts	Contracting Off	ficer				
15B. C	ONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA	A	16C. DATE SIG	GNED	
Shiff	ka.Paul.D.OR Digitally signed by Shiffka.Paul.D.ORC3011	005072.ID 39-04-00	Click here to enter text.	Diemle Ph	an Location:	signed by Diemle Phan S, O=U.S. General Services Administration nle Phan, E=diemle.phan@gsa.gov Diemle Phan 21.04.27 16:39:34-04'00'			
(Signature of Perison authorized to Sign) 43839-9400 (Signature of Contracting Officer) (Signature of Contracting Officer)									

This contract is hereby modified to incorporate the following sections of the Alliant 2 Master Contract,

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PROVISIONS INCORPORATED BY REFERENCE AT TASK ORDER LEVEL

ADDED THE FOLLOWING PROVISIONS:

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.204-24*	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	OCT 2020	X	X	X
52.204-26*	COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION	OCT 2020	X	Х	Х

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

UPDATED THE FOLLOWING PROVISIONS:

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.225-2*	BUY AMERICAN CERTIFICATE	FEB 2021	X	X	X
52.225-4*	BUY AMERICAN – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT CERTIFICATE	FEB 2021	X	X	X
52.225-6*	TRADE AGREEMENTS CERTIFICATE	FEB 2021	X	X	

ADDED H.6 SECURITY: REQUIRED IT SECURITY POLICIES AND REGULATIONS

The Alliant 2 GWAC currently contains no Cybersecurity Maturity Model Certification (CMMC) requirement at the master contract level. Furthermore, any imposition of a CMMC certificate requirement will originate from the ordering agency at the task order level. Contractors entering into an agreement for service to government activities shall be subject to all ordering activity IT security standards, policies, reporting requirements, and government wide laws or regulations applicable to the protection of government wide information security.

SECTION I - CONTRACT CLAUSES

I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) UPDATED THE FOLLOWING CLAUSES:

CLAUSE NO.	TITLE	DATE	FP	COST	ТМ	Master Contract
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020	X	X		X
52.203-7	ANTI-KICKBACK PROCEDURES	JUN 2020	X	X	X	Х
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020	X	X	X	Х
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	JUN 2020	X	X	X	Х
52.203-14	DISPLAY OF HOTLINE POSTER(S)	JUN 2020	X	X	X	X
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020	X	X	X	Х
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEE OF WHISTLEBLOWER RIGHTS	JUN 2020	X	X	X	Х

CLAUSE NO.	TITLE	DATE	FP	COST	ТМ	Master Contract
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN 2020	X	X	X	X
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2020	X	X	X	Х
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN 2020	X	X	X	Х
52.215-2	AUDIT AND RECORDS — NEGOTIATION	JUN 2020	X	X	X	Х
52.215-11	PRICE REDUCTION FOR CERTIFIED DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	JUN 2020	X	X	X	Х
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	JUN 2020	X	X	X	X
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	JUN 2020	X	X	X	Х
52.215-14	INTEGRITY OF UNIT PRICES	JUN 2020	X	X	X	Х

CLAUSE NO.	TITLE	DATE	FP	COST	ТМ	Master Contract
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	JUN 2020	X	X	X	X
52.215-23	LIMITATIONS ON PASS- THROUGH CHARGES	JUN 2020		X		X
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.	MAR 2020	X	X	X	X
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUN 2020	X	X	X	X
52.219-14	LIMITATIONS ON SUBCONTRACTING	MAR 2020	X	X	X	X
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM RE- REPRESENTATION	NOV 2020	X	X	X	X
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2020	X	X	X	Х
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (In full text below)	JUN 2020	X	X	X	Х
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUN 2020	X	X	X	X
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020	X	X	X	X
52.222-50	COMBATING TRAFFICKING IN PERSONS	OCT 2020	X	X	X	Х

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.223-3*	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	FEB 2021	X	X	X	Х
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	MAY 2020	X	X	X	X
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020	X	X	X	X
52.225-1	BUY AMERICAN – SUPPLIES	JAN 2021	X	X	X	X
52.225-3	BUY AMERICAN – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT	JAN 2021	X	X	X	Х
52.225-3	ALTERNATE I	JAN 2021	X	X	X	X
52.225-3	ALTERNATE II	JAN 2021	X	X	X	X
52.225-3	ALTERNATE III	JAN 2021	X	X	X	X
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2021	X	X		X
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAY 2020	X	X	X	X
52.227-1	AUTHORIZATION AND CONSENT	JUN 2020	X	X		Х

CLAUSE NO.	TITLE	DATE	FP	COST	TM	Master Contract
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN 2020	X	X		
52.230-2	COST ACCOUNTING STANDARDS	JUN 2020	X	X	X	X
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	JUN 2020	X	X	X	X
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES - FOREIGN CONCERNS	JUN 2020	X	X	X	X
52.230-5	COST ACCOUNTING STANDARDS— EDUCATIONAL INSTITUTION	JUN 2020	X	X	X	X
52.232-16*	PROGRESS PAYMENTS	JUN 2020	X			X
52.244-2*	SUBCONTRACTS	JUN 2020	X	X	X	X
52.244-2	ALTERNATE I	JUN 2020		X		X
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV 2020	X	X	X	X
52.248-1*	VALUE ENGINEERING	JUN 2020	X	X		X
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	JAN 2021	X		X	
52.212-5	ALTERNATE II	FEB 2021	X		X	

I.2.2 GENERAL SERVICES ADMINISTRATION (GSA) REGULATIONS (GSAR), INCORPORATED BY REFERENCE

CLAUSE #	CLAUSE TITLE	DATE
552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS	JUL 2020
552.216-74	RESERVED	

I.7 FAR 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and servi	ces to be furnished un	der this contract shall be	ordered by issu	ance of
delivery orders or task orde	rs by the individuals of	or activities designated in	n the Schedule. S	Such orders
may be issued from	through	[insert dates].		

- (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.12 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR)22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.13 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.17 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020) UPDATED ATTACHMENT J-1 - DOD REQUIRED PROVISIONS AND CLAUSES

DFARS 252.225-7003, Report of Intended Performance Outside the United States and Canada—Submission with Offer (OCT 2020)

DFARS 252.204-7007, Alternate A, Annual Representations and Certifications (NOV 2020)

DFARS 252.204-7002, Payment for Subline Items Not Separately Priced (APR 2020)

DFARS 252.216-7006 RESERVED

DFARS 252.225-7004, Report of Intended Performance Outside the United States and Canada—Submission after Award (OCT 2020)

DFARS 252.225-7013, Duty-Free Entry (APR 2020)

DFARS 252.244-7000, Subcontracts for Commercial Items (DOD CONTRACTS) (OCT 2020)

DFARS 252.245-7002, Reporting Loss of Government Property (JAN 2021)

DFARS 252.249-7002, Notification of Anticipated Contract Termination or Reduction (JUN 2020)

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ADDED ATTACHMENT J-1 - DOD REQUIRED PROVISIONS AND CLAUSES

DFARS 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements (NOV 2020)
DFARS clause 252.204-7020-NIST SP 800-171 DoD Assessment Requirements (NOV 2020)
DFARS clause 252.204-7021, Cybersecurity Maturity Model Certification Requirements (NOV 2020)

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2. AMI PS000		NT/MODIFICATION NO.	3. EFFECTIVE DATE August 13, 2020	4. REQUISITION/PURCHASE REQUISITION NUMBER 5. PROJECT NO. (If A				ROJECT NO. (If Applicable)	
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Шт	he abov	e numbered solicitation is amended as	set forth in item 14. The hour and	date specified for receipt of Offe	ers 🗌 is e	ktended 🗆 is not extend	ded.		
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	D.	OTHER (Specify type of modification	n and authority)						
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any p	revio	ous version of the contra		INUATION PAGE 2)				
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Excep	t as prov	ided herein, all terms and conditions o	the document referenced in item 9	9A or 10A, as heretofore change	ed, remain	s unchanged and in ful	l force	and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			rint)						
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		ctor/offeror 5hiffea	15C. DATE SIGNED Click here to enter text.	16B. UNITED STATES OF		Digitally signed by DIE	MLE PI		
(Signa	ature of p	erson authorized to sign)	24-AUG-2020		DIEMLE PHAN Date: 2020.08.24 14:36:19 (Signature of Contracting Officer)				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

This contract is hereby modified to incorporate the following revised Federal Acquisition Regulation (FAR) clauses and provisions:

1. Under Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (1998).

ADD:

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020).

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

- (b) Prohibition.
- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
 - (c) Exceptions. This clause does not prohibit contractors from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (d) Reporting requirement.
- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

ADD

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(a), insert the following provision:

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

CONTRACT NUMBER: 47QTCK18D0006 MODIFICATION NUMBER: PS0007 Page 5 of 7

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
- (i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—
- (i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
 - (d) Representation. The Offeror represents that—
- (1)It □ will, 🕱 will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting

from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It \Box does, \bowtie does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

- (e) Disclosures.
- (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
 - (i)For covered equipment—
- (A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

- (A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
 - (i)For covered equipment—

CONTRACT NUMBER: 47QTCK18D0006 MODIFICATION NUMBER: PS0007 Page 7 of 7

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

- (B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

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D. OTHER (Specify type of modification a	nd authority)						
E. IMPORTANT: Contractor □ is not ☒ is	required to sign this do	ocument and return	1	copies to the iss	uing office).	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section had	adings, including solicitation/con	lraci subje	at matter where feasible	n.)		
SEE	PAGE 2 FOR DE	SCRIPTION OF MO	DIFIC	ATION			
Except as provided herein, all terms and conditions of the	document referenced in item	19A or 10A, as heretofore chang	ed, remain	s unchanged and in fuli	force and af	Tect.	
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE O					
Paul Shiffka, Sr. Director of Conti	acts	Diemle Phan Contracting Off	icer				
15B. CONTRACTOR/OFFEROR	15C, DATE SIGNED	16B. UNITED STATES OF		·	16C. D.	ATE SIGNE	D
Paul Shiffea	Click here to enter text.	DIEMLE PHA					
(Signature of person authorized to sign)	21-Nov-2019	(Signature of Contracting			-		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SECTION F.7.3 IS REVISED BY ADDING

	16	I.2 Representation Regarding	Deliverable	Annually, no later	Alliant2@gsa.gov
		Certain Telecommunications		than October 26	
		and Video Surveillance			
1		Services or Equipment			

SECTION I.2 IS REVISED BY ADDING

52.204-25	Prohibition on Contracting for	AUG 2019	Х	X	X	X
	Certain Telecommunications					
	and Video Surveillance					ł
	Services or Equipment					

SECTION I.2.1.1 THE FOLLOWING IS INSERTED INTO THIS SECTION AS A NEW I.2.1.1 AND THE EXISTING SECTION I.2.1.1 BECOMES I.2.1.2:

I.2.1.1 GSAR 552,204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this clause-

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

- (b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (c) Representation. [Contractor to complete and submit to the Contracting Officer] The Offeror or Contractor represents that it [] will or [A] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.
- (d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--
 - (1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
 - (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
 - (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
 - (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

UPDATED ATTACHMENT J-1 - DOD REQUIRED PROVISIONS AND CLAUSES

ATTACHMENT J-1 - DOD REQUIRED PROVISIONS AND CLAUSES

As referenced in Section I.1.1 Contract Clauses, the following agency specific Department of Defense (DoD) provisions and clauses are provided for Task Orders solicited and issued under the Master Contract.

Periodically during the term of the Master Contract, an update to this *Attachment J-1 DoD Required Provisions and Clauses* may be executed on the Master Contract via a unilateral contract modification.

Updated as of: November 2019

PROVISIONS

DFARS 252.203-7005, Representation Relating to Compensation of Former DOD Officials (NOV 2011)

DFARS 252.203-7998, Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements-Representation (Deviation 2016-O0010) (FEB 2015)

DFARS 252.204-7011 RESERVED

DFARS 252.209-7002, Disclosure of Ownership or Control by a Foreign Government (JUN 2010)

DFARS 252.209-7008, Notice of Prohibition Relating to Organizational Conflict of Interest – Major Defense Acquisition Program (DEC 2010)

DFARS 252.215-7008, Only One Offer (JUL 2019)

DFARS 252.216-7002, Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition (FEB 2007)

DFARS 252.225-7003, Report of Intended Performance Outside the United States and Canada—Submission with Offer (OCT 2015)

DFARS 252.225-7020, Trade Agreements Certificate-Basic (Nov 2014)

DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)

DFARS 252.225-7035, Buy America Act- Free Trade Agreements – Balance of Payment Program Certificate –Basic (Nov 2014)

DFARS 252.234-7001, Notice of Earned Value Management System (APR 2008)

FULL TEXT PROVISIONS / REPRESENTATIONS AND CERTIFICATIONS

Offeror must complete and return the following provisions with their DOD Task Order proposal whenever responding to a DOD procurement requirement.

DFARS 252.204-7007, Alternate A, Annual Representations and Certifications (JAN 2015)

Substitute paragraphs (d) and (e) of the provision at FAR 52.204-8 (OCT 2018) with the following paragraph (d):

(d) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

The offeror has completed the annual representations and certifications electronically via the SAM website at https://www.acquisition.gov/. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Provision #			
FAR/DFARS	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of Provision)

- (i) <u>252.209-7003</u>, Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education. (MAR 2012)
- (ii) <u>252.216-7008</u>, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials. (MAR 2012)
- (iii) <u>252.222-7007</u>, Representation Regarding Combating Trafficking in Persons, as prescribed in <u>222.1771</u>. Applies to solicitations with a value expected to exceed the simplified acquisition threshold. (JAN 2015)
- (iv) <u>252.225-7042</u>, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country. (APR 2003)
- (v) <u>252.225-7049</u>, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities—Representations. Applies to solicitations for the acquisition of commercial satellite services. (DEC 2018)
- (vi) <u>252.225-7050</u>, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. (DEC 2018) Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (vii) <u>252.229-7012</u>, Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy. (MAR 2012)
- (viii) <u>252.229-7013</u>, Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain. (APR 2012)
- (ix) <u>252.247-7022</u>, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold. (JUN 2019)
- (2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

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${2010}$ (i) $\frac{252,209-7002}{}$, Disclosure of Ownership or Control by a Foreign Government. (JUN
(ii) 252.225-7000, Buy American—Balance of Payments Program Certificate. (NOV 2014)
(iii) 252.225-7020, Trade Agreements Certificate. (NOV 2014)
Use with Alternate I. (NOV 2014)
(iv) 252.225-7031, Secondary Arab Boycott of Israel. (JUN 2005)
(v) <u>252.225-7035</u> , Buy American—Free Trade Agreements—Balance of Payments Program Certificate. (NOV 2014)
Use with Alternate I. (NOV 2014)
Use with Alternate II. (NOV 2014)
Use with Alternate III. (NOV 2014)
Use with Alternate IV. (NOV 2014)
Use with Alternate V. (NOV 2014)
DFARS 252.209-7006 Limitations on Contractors Acting as Lead System Integrators (JAN 2008)
(a) <i>Definitions</i> . "Lead system integrator," "lead system integrator with system responsibility," and "lead system integrator without system responsibility," as used in this provision, have the meanings given in the clause of this solicitation entitled "Prohibited Financial Interests for Lead System Integrators" (DFARS <u>252.209-7007</u>).
(b) General. Unless an exception is granted, no contractor performing lead system integrator functions in the acquisition of a major system by the Department of Defense may have any direct financial interest in the development or construction of any individual system or element of any system of systems.
(c) Representations.
(1) The offeror represents that it does [] does not [] propose to perform this contract as a lead system integrator with system responsibility.
(2) The offeror represents that it does [] does not [] propose to perform this contract as a lead system integrator without system responsibility.
(3) If the offeror answered in the affirmative in paragraph (c)(1) or (2) of this provision, the offeror represents that it does [] does not [] have any direct

financial interest as described in paragraph (b) of this provision with respect to the system(s), subsystem(s), system of systems, or services described in this solicitation.

- (d) If the offeror answered in the affirmative in paragraph (c)(3) of this provision, the offeror should contact the Contracting Officer for guidance on the possibility of submitting a mitigation plan and/or requesting an exception.
- (e) If the offeror does have a direct financial interest, the offeror may be prohibited from receiving an award under this solicitation, unless the offeror submits to the Contracting Officer appropriate evidence that the offeror was selected by a subcontractor to serve as a lower-tier subcontractor through a process over which the offeror exercised no control.
- (f) This provision implements the requirements of 10 U.S.C. 2410p, as added by Section 807 of the National Defense Authorization Act for Fiscal Year 2007 (Pub. L. 109-364).

(End of Provision)

<u>DFARS 252.209-7992</u>, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law-Fiscal Year 2015 Appropriations (Deviation 2015-00005) (DEC 2014)

- (a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235) none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that-
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that the action is not necessary to protect the interests of the Government.
 - (b) The Offeror represents that-
- (1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
- (2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

<u>DFARS 252.209-7998</u>, Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (Deviation 2012-O0007 (MAR 2012)

- (a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that it is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months. (End of provision)

<u>DFARS 252.209-7999 Representation Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Deviation 2012-00004) (JAN 2012)</u>

- (a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
 - (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

- (1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
- (2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

DFARS 252,217-7002, Offering Property for Exchange (JUN 2012)

- (a) The property described in item number ______, is being offered in accordance with the exchange provisions of 40 U.S.C., 503.
- (b) The property is located at (insert address). Offerors may inspect the property during the period (insert beginning and ending dates and insert hours during day). (End of provision)

<u>DFARS 252.227-7017</u>, <u>Identification and Assertion of Use</u>, <u>Release</u>, <u>or Disclosure Restrictions</u> (JAN 2011)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.
- (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer

Name of Person

Software to be Furnished

Asserting

^{*}For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

- **Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
- ***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without	ut restrictions.
Date	
Printed Name and Title	
Signature	

(End of Identification and Assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of Provision)

<u>DFARS 252.227-7028</u>, Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

As prescribed in 227.7103-6(d), 227.7104(f)(2), or 227.7203-6(e), use the following provision:

TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

(a) The contract number under which the data or software were produced;

- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of Provision)

DFARS 252.246-7005, Notice of Warranty Tracking of Serialized Items (MAR 2016)

- (a) *Definitions*. "Duration," "enterprise", "enterprise identifier," "fixed expiration," "item type," "serialized item," "starting event," "unique item identifier," "usage," "warranty administrator," "warranty guarantor," and "warranty tracking" are defined in the clause at <u>252.246-7006</u>, Warranty Tracking of Serialized Items.
- (b) Reporting of data for warranty tracking and administration.
 - (1) The Offeror shall provide the information required by the attachment entitled "Warranty Tracking Information" on each contract line item number, subline item number, or exhibit line item number for warranted items with its offer. Information required in the warranty attachment for each warranted item shall include such information as duration, fixed expiration, item type, starting event, usage, warranty administrator enterprise identifier, and warranty guarantor enterprise identifier.
 - (2) The successful offeror will be required to provide the following information no later than when the warranted items are presented for receipt and/or acceptance, in accordance with the clause at 252,246-7006—
 - (A) The unique item identifier for each warranted item required by the attachment entitled "Warranty Tracking Information;" and
 - (B) All information required by the attachment entitled "Source of Repair Instructions" for each warranted item.
 - (3) For additional information on warranty attachments, see the "Warranty and Source of Repair" training and "Warranty and Source of Repair Tracking User Guide" accessible on the Product Data Reporting and Evaluation Program (PDREP) website at https://www.pdrep.csd.disa.mil/pdrep_files/other/wsr.htm.

(End of Provision)

CLAUSES INCORPORATED BY REFERENCE

DFARS 252.201-7000, Contracting Officer's Representative (DEC 1991)

DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

DFARS 252.203-7001, Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)

DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights

(SEP 2013)

DFARS 252.203-7003, Agency Office of the Inspector General (AUG 2019)

DFARS 252.203-7004, Display of Hotline Posters (DEC 2019)

DFARS 252.204-7000, Disclosure of Information (OCT 2016)

DFARS 252.204-7002, Payment for Subline Items Not Separately Priced (DEC 1991)

DFARS 252.204-7003, Control of Government Personnel Work Product (APR 1992)

DFARS 252.204-7004 Level I Antiterrorism Awareness Training for Contractors (FEB 2019)

DFARS 252,204-7005 RESERVED.

DFARS 252.204-7006, Billing Instructions (OCT 2005)

DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)

DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors (MAY 2016)

DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)

DFARS 252.209-7004, Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (MAY 2019)

DFARS 252.209-7007, Prohibited Financial Interests for Lead System Integrators (JUL 2009)

DFARS 252.209-7009, Organizational Conflict of Interest-Major Defense Acquisition Program (MAY 2019)

DFARS 252.211-7003, Item Unique Identification and Valuation (MAR 2016)

DFARS 252.211-7006, Passive Radio Frequency Identification (MAR 2018)

DFARS 252.211-7007, Reporting of Government-Furnished Property (AUG 2012)

DFARS 252.211-7008, Use of Government-Assigned Serial Numbers (SEP 2010)

DFARS 252.215-7000 RESERVED.

DFARS 252.215-7002, Cost Estimating System Requirements (DEC 2012)

DFARS 252.215-7009, Proposal Adequacy Checklist (JAN 2014)

DFARS 252.216-7004, Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel (SEP 2011)

DFARS 252.216-7005 RESERVED.

DFARS 252.216-7009, Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding (SEP 2013)

DFARS 252.217-7001, Surge Option (DEC 2018) (applicable to Order Only if Surge Option will be required)

DFARS 252.219-7003, Small Business Subcontracting Plan (DOD Contracts) (MAY 2019)

DFARS 252.219-7003, Alternate A (MAY 2019)

Deviation 2013-O0014, Summary Subcontract Report Submissions (SEP 2013)

DFARS 252.219-7011, Notification to Delay Performance (JUN 1998)

DFARS 252.222-7002, Compliance with Local Labor Laws (Overseas) (JUN 1997)

DFARS 252.222-7006, Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)

DFARS 252.223-7004, Drug Free Work Force (SEP 1988)

DFARS 252.223-7006, Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials—Basic (SEP 2014)

DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)

DFARS 252.225-7001, Buy American Act and Balance of Payments Program-Basic (DEC 2017)

DFARS 252.225-7002, Qualifying Country Sources As Subcontractors (DEC 2017)

DFARS 252.225-7004, Report of Intended Performance Outside the United States and Canada—Submission after Award (OCT 2015)

DFARS 252.225-7005, Identification of Expenditures in the United States (JUN 2005)

DFARS 252.225-7006, Quarterly Reporting of Actual Contract Performance Outside the United States (AUG 2015)

DFARS 252.225-7012, Preference for Certain Domestic Commodities (DEC 2017)

DFARS 252.225-7013, Duty-Free Entry (MAY 2016)

DFARS 252.225-7021, Trade Agreements - Basic (SEP 2019)

DFARS 252.225-7048, Export Controlled Items (JUN 2013)

DFARS 252.225-7997, Contractor Demobilization. (DEVIATION 2013-00017) (AUG 2013)

DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019)

DFARS 252.227-7013, Rights In Technical Data-Non Commercial Items (FEB 2014)

DFARS 252.227-7014, Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)

DFARS 252.227-7015, Technical Data-Commercial Items (FEB 2014)

DFARS 252,227-7016, Rights in Bid or Proposal Information (JAN 2011)

DFARS 252.227-7019, Validation of Asserted Restrictions-Computer Software (SEP 2016)

DFARS 252.227-7020, Rights In Data-Special Works (JUN 1995)

DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)

DFARS 252.227-7027, Deferred Ordering Of Technical Data or Computer Software (APR 1988)

DFARS 252.227-7030, Technical Data - Withholding of Payment (MAR 2000)

DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2016)

DFARS 252.231-7000, Supplemental Cost Principles (DEC 1991)

DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)

DFARS 252.232-7006, Wide Area Workflow Payment Instructions (DEC 2018)

DFARS 252.232-7007, Limitation of Government's Obligation (APR 2014)

DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)

DFARS 252.239-7000, Protection Against Compromising Emanations (JUN 2004)

DFARS 252.239-7001, Information Assurance Contractor Training and Certification (JAN 2008)

DFARS 252.239-7018, Supply Chain Risk (FEB 2019)

DFARS 252.242-7004, Material Management and Accounting System (MAY 2011)

DFARS 252.242-7005, Contractor Business Systems (FEB 2012)

DFARS 252.242-7006, Accounting System Administration (FEB 2012)

DFARS 252.243-7001, Pricing of Contract Modifications (DEC 1991)

DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)

DFARS 252.244-7000, Subcontracts for Commercial Items (JUN 2013)

DFARS 252.244-7001, Contractor Purchasing System Administration-Basic (MAY 2014)

DFARS 252.245-7001, Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

DFARS 252.245-7002, Reporting Loss of Government Property (DEC 2017)

DFARS 252.245-7003, Contractor Property Management System Administration (APR 2012)

DFARS 252.245-7004, Reporting, Reutilization, and Disposal (DEC 2017)

DFARS 252.246-7000, RESERVED

DFARS 252.246-7001, Warranty of Data - Basic (MAR 2014)

DFARS 252.246-7003, Notification of Potential Safety Issues (JUN 2013)

DFARS 252.246-7006, Warranty Tracking of Serialized Items (MAR 2016)

DFARS 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016)

DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)

DFARS 252.247-7023, Transportation of Supplies by Sea – Basic (FEB 2019)

DFARS 252.247-7024 RESERVED.

DFARS 252.249-7002, Notification of Anticipated Contract Termination or Reduction (MAY 2019)

DFARS 252.251-7000, Ordering From Government Supply Sources (AUG 2012)

DFARS CLAUSES INCORPORATED BY FULL TEXT

DFARS 252.216-7006, Ordering (SEP 2019)

DFARS 252.219-7003, Small Business Subcontracting Plan (DOD Contracts) (MAY 2019) Alternate I (MAY 2019)

DFARS 252.222-7000, Restrictions on Employment of Personnel (MAR 2000)

DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (OCT 2015)

DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015)

DFARS 252.239-7999, Cloud Computing Services (Deviation 2015-O0011) (FEB 2015)

Provisions and clauses provided by reference can be viewed on http://farsite.hill.af.mil.

Class Deviations may be viewed on http://www.acq.osd.mil/dpap/dars/class_deviations.html

(End of Attachment J-1)

AN	AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES			
				1				
PA0003	MENT/MODIFICATION NO.	3. EFFECTIVE DATE SEE BLOCK 16		RCHASE REQUISITION	5. PROJECT NO. (If Applicable)			
6. ISSUED	BY: CODE	QT2A1CA	7. ADMINISTERED B	ED BY (If other than Item 6) CODE				
IT SERV	ENERAL SERVICES ADMINISTF VICES CONTRACT OPERATION IST BROADWAY, STE. 950 EGO, CA 92101-3805				<u> </u>			
8. NAMI	E AND ADDRESS OF CONTRACT	OR (No., street, county,	State and ZIP Code)		IDMENT OF SOLICITATION			
	stems Analysts, Inc.			NUMBER				
	iminy interplex Dr Ste 209 ville Trevose, PA 19053-6944			9B. DATE	D (SEE ITEM 11)			
				10A, MOD	IFICATION OF CONTRACT/ORDER			
				47QTC	K18D0006			
CODE D	UNS: 048620512	FACILITY CO	DDE CAGE: 4D266	108, DATI 7/1/2018	ED (SEE ITEM 13)			
	***************************************		TO AMENDMENTS OF	SOLICITATIONS				
☐ The at	bove numbered solicitation is amended as set				ded			
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	13. THIS ITE	M APPLIES ONLY TO I	MODIFICATIONS OF CO	NTRACTS/ORDERS				
			ify authority) THE CHANGES S		MADE IN THE CONTRACT			
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	C. THIS SUPPLEMENTAL AGR	EEMENT IS ENTERED INTO	PURSUANT TO AUTHORITY (OF:				
	D. OTHER (Specify type of mod	ification and authority)						
E. IMPO	RTANT: Contractor ⊠ is not □ is	required to sign this doc	ument and return	copies to the issu	ing office.			
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number	B.4 of the Master Contract spe HC102819F0652 awarded to b Therefore, the government h	Data Systems Analys	ls, Inc. on 7/25/2019. I	the minimum contract	t quarantee has been			
	rovided herein, all terms and conditions of	the document referenced in ite	1					
IOAL NAME	AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF C	ONTRACTING OFFICER (Type	e or print)			
			Contracting Officer					
158. CONTR	RACTOR/OFFEROR	15C. DATE SIGNED Click here to enter text,	16B. UNITED SIGNED BY	F8âson Schmitt 119-09-03	16C, DATE SIGNED			
(Signature of	person authorized to sign)		(Signature of Contracting Office		9/3/2019			

AMENDMENT OF SOLICITATIO	N/MODIFICATION	OF CONTRACT	1. CONTRACT ID CODE PA			E OF PAGES
			Click	here to enter text.	1	# 20
2. AMENDMENT/MODIFICATION NO. PS0002	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHA	ASE REQU	IISITION NUMBER	5. PROJECT NO	. (If Applicable)
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U.S. GENERAL SERVICES ADMINISTR IT SERVICES CONTRACT OPERATION 333 WEST BROADWAY, STE. 950 SAN DIEGO, CA 92101-3805						
8. NAME AND ADDRESS OF CONTRACTO	OR (No., street, county, S	tate and ZIP Code)	(X)	9A. AMENDMENT OF	SOLICITATION	NUMBER
Data Systems Analysts, Inc. 8 Neshaminy Interplex Dr Ste 209 Feasterville Trevose, PA 19053-6944				9B. DATED (SEE ITE	FM 11)	
				10A. MODIFICATION 47QTCK18D000 10B. DATED (SEE IT.)6	ORDER NO.
CODE DUNS: 048620512	FACILITY CODE (CAGE: 4D266		7/1/2018	LIW 10)	
		S TO AMENDMENTS	OF SOL	ICITATIONS	*	
The above numbered solicitation is amended as set	forth in item 14. The hour and	d date specified for receipt of Off	fers □ is a	xtended □ is not extende	ed	
Offer's must acknowledge receipt of this amendment price						
(a) By completing Items 8 and 15, and returning 1 cletter or telegram which includes a reference to the solicitor FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUI offer already submitted, such change may be made by te opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If reg	tation and amendment numbe R AND DATE SPECIFIED MA elegram or letter, provided eac	ers. FAILURE OF YOUR ACKNO AY RESULT IN REJECTION OF	WLEDGE! YOUR OF!	MENT TO BE RECEIVED FER. If by virtue of this ar	AT THE PLACE mendment you de	DESIGNATED sire to change an
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C. THIS SUPPLEMENTAL AGREEMENT FAR 43.103 AND BY MUTUAL AGRE						
D. OTHER (Specify type of modification a	and authority)				2	
E. IMPORTANT: Contractor \square is not \boxtimes is	required to sign this d	ocument and return	1	copies to the issu	ing office.	1.4
14. DESCRIPTION OF AMENDMENT/MODIFICATION ()	
SEE	PAGE 2 FOR DE	SCRIPTION OF MO	ODIFIC	ATION		
Except as provided herein, all terms and conditions of the	e document referenced in item	n 9A or 10A, as heretofore chang	ged, remair	is unchanged and in full f	force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE O	OF CONTR	ACTING OFFICER (Type	e or print)	-
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Paul Shiffka, Sr. Director of Cor	ntracts	Contracting Of	ficer			
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(Signature of person authorized to sign)	03-June-2019	(Signature of Contracting	Officer)		0/3/	1 1

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

REVISED CONTRACT SECTION B.14 CONTRACT ACCESS FEE - The Contractor remits the CAF to GSA in accordance with Section G.21.

The total CAF collected per Order may be capped at a set amount to be determined by the Alliant2GWAC Program Office. For more information on this cap CAF Memo, please see the Alliant2 website (http://www.gsa.gov/alliant2).

SECTION E - INSPECTION AND ACCEPTANCE

UPDATED FAR CLAUSE 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

SECTION F - DELIVERIES OR PERFORMANCE

F.2 MASTER CONTRACT ORDERING PERIOD - The ordering period of this contract is from July 1, 2018 through June 30, 2028, inclusive of all options, if exercised.

ADDED LANGUAGE TO SECTION F.7 TABLE OF DELIVERIES OR PERFORMANCE (#8) Deliverable G.20.1 GWAC Data Calls for Data Discrepancies and/or Missing Awards, must be reported to COR and/or designated GSA representative within 24 hours of discovery.

REVISED Section F.7 TABLE OF DELIVERIES OR PERFORMANCE (#9): G.20.2 GWAC TRANSACTIONAL DATA for (applicable to No Transactional Data) Due within 30 calendar days after the end of each reporting quarter in which the invoice(s) were either remitted or paid by the agency client. Quarters are based upon a calendar year (applicable to Zero Invoices).

Due within 30 calendar days after the end of each reporting quarter in which there is/are no invoice(s) issued for Order(s). Quarters are based upon a calendar year.

REVISED SECTION F.7 TABLE OF DELIVERIES OR PERFORMANCE (#10): CONTRACT ACCESS FEE (CAF) PAYMENT must be reported within 30 calendar days after the end of each reporting quarter. Quarters are based upon a calendar year.

REVISED SECTION F.7.2 - Compliance to the following deliverables may be rated annually in the Master Contract's CPARS or another contract performance assessment report.

SECTION G - CONTRACT ADMINISTRATION DATA

REVISED CONTRACT SECTION G.8 CONTRACTOR PROGRAM MANAGER AND CONTRACTS MANAGER FOR THE GWAC MASTER CONTRACT - Replacements to the Contractor's Program Manager and Contracts Manager shall be submitted using the Alliant 2 Master Contact WebForm.

ADDED LANGUAGE TO SECTION G.19.1 Task order Awards will be populated into the Contract Payment Reporting Module (CPRM) via the Federal Procurement Data System (FPDS). Contractor is responsible for ensuring that task order data pulled into the CPRM, is accurate and complete based upon the award documents received via the Ordering Contracting Officers (OCOs).

ADDED LANGUAGE TO SECTION G.21 (E) - THE CONTRACT ACCESS FEE (CAF) reimburses GSA for the cost of operating the Alliant2 Program. The CAF percentage is set at the discretion of GSA and GSA maintains the unilateral right to change the percentage at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change.

ADDED LANGUAGE TO SECTION G.21 (F) - Contractors shall remit the CAF in U.S. dollars to GSA within the time specified in SECTION F.7-TABLE OF DELIVERIES OR PERFORMANCE (#10) for all invoices reported during that calendar quarter. Where CAF for multiple invoice payments (on one or more Orders) is due, Contractors may consolidate the CAF owed into one payment, per GWAC Contract Family.

ADDED LANGUAGE TO CONTRACT SECTION G.22.1 MINIMUM SUBCONTRACTING GOALS NOTE - For purposes of reporting in the eSRS, the contractors who have stated higher corporate "stretch" goals in their SubK Plans, will include only their projected dollars based on the A2 minimum goals.

REVISED CONTRACT G.25 ENVIRONMENTAL OBJECTIVES AND REQUIREMENT

REMOVED Executive Order 13693, Planning for Federal Sustainability in the Next Decade and Executive Order 13653, Preparing the United States for the Impacts of Climate Change; REPLACED it with Executive Order 13834, Efficient Federal Operations. The revision of G.25 is as follows:

In support of Executive Order 13834, Efficient Federal Operations, and other applicable statutes, regulations and Executive Orders, and in recognition that environmental damage and related supply chain risks, including from energy market volatility, greenhouse gas pollution, and electronic equipment manufacturing and disposal, have quantifiable costs and negative impacts on the economy and federal agency operations, it is the Government's intent to understand and reduce as far as practicable the energy and environmental impacts of IT services provided under this contract. Contractor shall provide evidence of ongoing measurement and reduction of the energy and environmental impacts of services provided, including but not limited to, use of energy and nonrenewable resources and emissions of carbon pollution, via annual Sustainable Practices and Impact Disclosures.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

UPDATED FAR CLAUSE 52.234-2 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – (PREAWARD) (NOV 2016)

SECTION I - CONTRACT CLAUSES

ADDED FAR CLAUSE 52.204-23-Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

UPDATED THE FOLLOWING CLAUSES:

CLAUSE#	CLAUSE TITLE	DATE	FP	COST	T M	Master Contract
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2018	X	X	X	X
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018	X	X	X	X
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016	X	X	X	X
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018	X	X	X	X
52.215-2	ALTERNATE II	AUG 2016		X		X
52.215-14	ALTERNATE I	OCT 2010	X	X	X	X
52.216-4	ECONOMIC PRICE ADJUSTMENT – LABOR AND MATERIAL	JAN 2017	X		X	X
52.216-7*	ALLOWABLE COST AND PAYMENT	AUG 2018		X	X	X
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018	X	X	X	X
52-219-9	SMALL BUSINESS SUBCONTRACTING PLAN	AUG 2018	X	X	X	X
52-219-9	ALTERNATE II	NOV 2016	X	X	X	X
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 2017	X	X	X	X

52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION	MAR 2018	X	X	X	X
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2018	X	X	X	X
52.222-26	EQUAL OPPORTUNITY	SEPT 2015	X	X	X	X
52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN 2019	X	X	X	X
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	JUN 2016	X	X	X	X
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA- DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	AUG 2018	X	X	X	X
52.225-5	TRADE AGREEMENTS	AUG 2018	X	X		X
52.227-3*	ALTERNATE II	APR 1984	X	X		X
52.230-5	COST ACCOUNTING STANDARDS— EDUCATIONAL INSTITUTION	AUG 2016	X	X	X	X
52.232-25	PROMPT PAYMENT	JAN 2017	X	X	X	X
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT	OCT 2018	X	X	X	X
52.243-7*	NOTIFICATION OF CHANGES	JAN 2017	X	X	X	X
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2019	X	X	X	X
52.245-1	GOVERNMENT PROPERTY	JAN 2017	X	X	X	X
52.248-1	ALTERNATE II	JAN 2015	X	X	X	X
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	OCT 2018	X		X	
52.212-4	ALTERNATE I	JAN 2017	X		X	

52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	JAN 2019	X	X	
52.212-5	ALTERNATE II	JAN 2019	X	X	

UPDATED I.2.1.1 GSAR 552.212-4 Contract Terms and Conditions-Commercial Items. (ALTERNATE II) (FAR DEVIATION) (FEB 2018)

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

CLAUSE #	CLAUSE TITLE	DATE
552.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS (ALTERNATE II) (FAR DEVIATION - Full text above in Section I.2.2.1)	FEB 2018
552.215-70	EXAMINATION OF RECORDS BY GSA	JUL 2016
552.216-74	TASK-ORDER DELIVERY-ORDER OMBUDSMAN	JAN 2017
552.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES	JAN 2012

UPDATED I.3 GSAR 552.232-39 Unenforceability of Unauthorized Obligations (FAR DEVIATION) (FEB 2018)

UPDATED I.4 552.232-78 Commercial Supplier Agreements—Unenforceable Clauses (FEB 2018)

REMOVED I.19 GSAM 552.232-72 Final Payment (SEP 1999) **REPLACED** it with Section I.19 GSAM 552.232-72 Final Payment under Building Services Contracts (MAR 2012) in full text.

ADDED CPARS or another contract performance assessment report in the contract (Attachment J.5 - Performance Requirements Summary).

REMOVED all references of Transactional Data Reporting (TDR) system in the contract and **REPLACED** it with Contract Payment and Reporting Module (CPRM).

ATTACHMENT J-1 - DOD REQUIRED PROVISIONS AND CLAUSES

As referenced in Section I.1.1 Contract Clauses, the following agency specific Department of Defense (DoD) provisions and clauses are provided for Task Orders solicited and issued under the Master Contract.

Periodically during the term of the Master Contract, an update to this *Attachment J-1 DoD Required Provisions and Clauses* may be executed on the Master Contract **via a unilateral contract modification**.

Updated as of: 3/7/2019

PROVISIONS

DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (NOV 2011)

DFARS 252.203-7998, Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements-Representation (Deviation 2016-00010) (FEB 2015)

DFARS 252.204-7011 Reserved

DFARS 252.209-7002, Disclosure of Ownership or Control by a Foreign Government (JUN 2010)

DFARS 252.209-7008, Notice of Prohibition Relating to Organizational Conflict of Interest – Major Defense Acquisition Program (DEC 2010)

DFARS 252.215-7008, Only One Offer (OCT 2013)

DFARS 252.216-7002, Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition (FEB 2007)

DFARS 252.225-7003, Report of Intended Performance Outside the United States and Canada—Submission with Offer (OCT 2015)

DFARS 252.225-7020, Trade Agreements Certificate-Basic (NOV 2014)

DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)

DFARS 252.225-7035, Buy America Act- Free Trade Agreements – Balance of Payment Program Certificate –Basic (NOV 2014)

DFARS 252.234-7001, Notice of Earned Value Management System (APR 2008)

FULL TEXT PROVISIONS / REPRESENTATIONS AND CERTIFICATIONS

Offeror must complete and return the following provisions with their DoD Task Order proposal whenever responding to a DoD procurement requirement.

DFARS 252.204-7007, Alternate A, Annual Representations and Certifications (DEC 2018)

Substitute paragraphs (d) and (e) of the provision at FAR 52.204-8 (OCT 2018) with the following paragraph (d):

CONTRACT NUMBER: 47QTCK18D0006 MODIFICATION NUMBER: PS0002 Page 8 of 20

(d) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

The offeror has completed the annual representations and certifications electronically via the SAM website at https://www.acquisition.gov/. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

- (i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education. (MAR 2012)
- (ii) 252.216-7008, Economic price adjustment—wage rates or material prices controlled by a foreign government—representation. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials. (MAR 2012)
- (iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold. (JAN 2015)
- (iv) 252.225-7042, Authorization to perform. Applies to all solicitations when performance will be wholly or in part in a foreign country. (APR 2003)
- (v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services From Certain Foreign Entities—Representations. Applies to solicitations for the acquisition of commercial satellite services. (OCT 2015)
- (vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. (JAN 2018)
- (vii) 252.229-7012, Tax Exemptions (Italy)—[representation. Applies to solicitations and contracts when contract performance will be in Italy. (MAR 2012)
- (viii) 252.229-7013, Tax Exemptions (Spain)—representation. Applies to solicitations and contracts when contract performance will be in Spain. (APR 2012)
- (ix) 252.247-7022, Representation of extent of transportation by sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold. (AUG 1992)
- (2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
 - ___ (i) 252.209-7002, Disclosure of ownership or control by a foreign government. (JUN 2010)

 ___ (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate. (NOV 2014)

 ___ (iii) 252.225-7020, Trade Agreements Certificate. (NOV 2014)

 ___ Use with Alternate I. (NOV 2014)

 ___ (iv) 252.225-7031, Secondary Arab boycott of Israel. (JUN 2005)

 ___ (v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate. (NOV 2014)

 Use with Alternate I. (NOV 2014)

_Use with Alternate II. (NOV 2014)

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Use with Alternate III. (NOV 2014)
Use with Alternate IV. (NOV 2014)
Use with Alternate V. (NOV 2014)
(End of provision)

DFARS 252.209-7006 Limitations on Contractors Acting as Lead System Integrators (JAN 2008)

- (a) *Definitions*. "Lead system integrator," "lead system integrator with system responsibility," and "lead system integrator without system responsibility," as used in this provision, have the meanings given in the clause of this solicitation entitled "Prohibited Financial Interests for Lead System Integrators" (DFARS 252.209-7007).
- (b) *General*. Unless an exception is granted, no contractor performing lead system integrator functions in the acquisition of a major system by the Department of Defense may have any direct financial interest in the development or construction of any individual system or element of any system of systems.
- (c) Representations.
 - (1) The offeror represents that it does [] does not [] propose to perform this contract as a lead system integrator with system responsibility.
 - (2) The offeror represents that it does [] does not [] propose to perform this contract as a lead system integrator without system responsibility.
 - (3) If the offeror answered in the affirmative in paragraph (c)(1) or (2) of this provision, the offeror represents that it does [] does not [] have any direct financial interest as described in paragraph (b) of this provision with respect to the system(s), subsystem(s), system of systems, or services described in this solicitation.
- (d) If the offeror answered in the affirmative in paragraph (c)(3) of this provision, the offeror should contact the Contracting Officer for guidance on the possibility of submitting a mitigation plan and/or requesting an exception.
- (e) If the offeror does have a direct financial interest, the offeror may be prohibited from receiving an award under this solicitation, unless the offeror submits to the Contracting Officer appropriate evidence that the offeror was selected by a subcontractor to serve as a lower-tier subcontractor through a process over which the offeror exercised no control.
- (f) This provision implements the requirements of 10 U.S.C. 2410p, as added by Section 807 of the National Defense Authorization Act for Fiscal Year 2007 (Pub. L. 109-364).

(End of provision)

DFARS 252.209-7992, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law-Fiscal Year 2015 Appropriations (Deviation 2015-O0005) (DEC 2014)

- (a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235) none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that-
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
 - (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that the action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that-
 - (1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
 - (2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

DFARS 252.209-7998, Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (Deviation 2012-O0007 (MAR 2012)

- (a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that it is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months. (End of provision)

DFARS 252.209-7999 Representation Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Deviation 2012-O0004) (JAN 2012)

- (a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
 - (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that-
 - (1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
 - (2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

DFARS 252.217-7002, Offering Property for Exchange (JUN 2012)

- (a) The property described in item number _____, is being offered in accordance with the exchange provisions of 40 U.S.C., 503.
- (b) The property is located at (insert address). Offerors may inspect the property during the period (insert beginning and ending dates and insert hours during day).

(End of provision)

DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
 - (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial

Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Name of Person

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Software to be Furnished

Asserting

With Restrictions * Basis for Assertion ** Asserted Rights Category ***

(LIST)***** (LIST) (LIST) (LIST)

Technical Data or Computer

- * For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.
- ** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
- *** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****	Corporation, individual, or other person, as appropriate.				
****	Enter "none" when all data or software will be submitted without restrictions.				
Date_					
Printed Name and Title					
Signa	cure				

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

As prescribed in 227.7103-6(d), 227.7104(f)(2), or 227.7203-6(e), use the following provision:

TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

DFARS 252,246-7005, Notice of Warranty Tracking of Serialized Items (MAR 2016)

- (a) *Definitions*. "Duration," "enterprise", "enterprise identifier," "fixed expiration," "item type," "serialized item," "starting event," "unique item identifier," "usage," "warranty administrator," "warranty guarantor," and "warranty tracking" are defined in the clause at 252.246-7006, Warranty Tracking of Serialized Items.
- (b) Reporting of data for warranty tracking and administration.
 - (1) The Offeror shall provide the information required by the attachment entitled "Warranty Tracking Information" on each contract line item number, subline item number, or exhibit line item number for warranted items with its offer. Information

required in the warranty attachment for each warranted item shall include such information as duration, fixed expiration, item type, starting event, usage, warranty administrator enterprise identifier, and warranty guarantor enterprise identifier.

- (2) The successful offeror will be required to provide the following information no later than when the warranted items are presented for receipt and/or acceptance, in accordance with the clause at 252.246-7006—
 - (A) The unique item identifier for each warranted item required by the attachment entitled "Warranty Tracking Information;" and
 - (B) All information required by the attachment entitled "Source of Repair Instructions" for each warranted item.
- (3) For additional information on warranty attachments, see the "Warranty and Source of Repair" training and "Warranty and Source of Repair Tracking User Guide" accessible on the Product Data Reporting and Evaluation Program (PDREP) website at https://www.pdrep.csd.disa.mil/pdrep_files/other/wsr.htm.

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

DFARS 252.201-7000, Contracting Officer's Representative (DEC 1991)

DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

DFARS 252.203-7001, Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)

DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

DFARS 252.203-7003, Agency Office of the Inspector General (DEC 2012)

DFARS 252.203-7004, Display of Hotline Posters (OCT 2016)

DFARS 252,204-7000, Disclosure of Information (OCT 2016)

DFARS 252.204-7002, Payment for Subline Items Not Separately Priced (DEC 1991)

DFARS 252.204-7003, Control of Government Personnel Work Product (APR 1992)

DFARS 252.204-7004, Level I Antiterrorism Awareness Training For Contractors (FEB 2019)

DFARS 252.204-7005, Oral Attestation of Security Responsibilities (NOV 2001)

DFARS 252.204-7006, Billing Instructions (OCT 2005)

DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)

DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors (MAY 2016)

DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)

DFARS 252.209-7004, Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (OCT 2015)

DFARS 252.209-7007, Prohibited Financial Interests for Lead System Integrators (JUL 2009)

DFARS 252.209-7009, Organizational Conflict of Interest-Major Defense Acquisition Program (OCT 2015)

DFARS 252.211-7003, Item Unique Identification and Valuation (MAR 2016)

DFARS 252.211-7006, Passive Radio Frequency Identification (MAR 2018)

DFARS 252.211-7007, Reporting of Government-Furnished Property (AUG 2012)

DFARS 252.211-7008, Use of Government-Assigned Serial Numbers (SEP 2010)

DFARS 252.215-7000, Reserved

DFARS 252.215-7002, Cost Estimating System Requirements (DEC 2012)

DFARS 252.215-7009, Proposal Adequacy Checklist (JAN 2014)

DFARS 252.216-7004, Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel (SEP 2011)

DFARS 252.216-7005, Reserved

DFARS 252.216-7009, Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding (SEP 2013)

DFARS 252.216-7010, Requirements – Basic (APR 2014) (applicable to Order Only if a requirements order will be issued)

DFARS 252.216-7010, Requirements-Alternate I (APR 2014) (applicable to Order Only if a requirements order will be issued)

DFARS 252.217-7001, Surge Option (DEC 2018) (applicable to Order Only if Surge Option will be required)

DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (DEC 2018)

DFARS 252.219-7003, Alternate A (DEC 2018)

Deviation 2013-00014, Summary Subcontract Report Submissions (AUG 2013)

DFARS 252.219-7011, Notification to Delay Performance (JUN 1998)

DFARS 252.222-7002, Compliance With Local Labor Laws (Overseas) (JUN 1997)

DFARS 252.222-7006, Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)

DFARS 252.223-7004, Drug Free Work Force (SEP 1988)

DFARS 252.223-7006, Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials—Basic (SEP 2014)

DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)

DFARS 252.225-7001, Buy American Act And Balance of Payments Program-Basic (DEC 2017)

DFARS 252.225-7002, Qualifying Country Sources As Subcontractors (DEC 2017)

DFARS 252.225-7004, Report of Intended Performance Outside the United States and Canada—Submission After Award (OCT 2015)

DFARS 252.225-7005, Identification Of Expenditures In The United States (JUN 2005)

DFARS 252.225-7006, Quarterly Reporting of Actual Contract Performance Outside the United States (OCT 2010)

DFARS 252.225-7012, Preference for Certain Domestic Commodities (DEC 2017)

DFARS 252.225-7013, Duty-Free Entry (MAY 2016)

DFARS 252.225-7021, Trade Agreements - Basic (DEC 2017)

DFARS 252.225-7048, Export Controlled Items (JUN 2013)

DRARS 252.225-7997 Contractor Demobilization. (DEVIATION 2013-O0017) (AUG 2013)

DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)

DFARS 252.227-7013, Rights In Technical Data-Non Commercial Items (FEB 2014)

DFARS 252.227-7014, Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)

DFARS 252.227-7015, Technical Data-Commercial Items (FEB 2014)

DFARS 252,227-7016, Rights in Bid or Proposal Information (JAN 2011)

DFARS 252.227-7019, Validation of Asserted Restrictions-Computer Software (SEP 2016)

DFARS 252.227-7020, Rights In Data-Special Works (JUN 1995)

DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)

DFARS 252.227-7027, Deferred Ordering Of Technical Data Or Computer Software (APR 1988)

DFARS 252,227-7030, Technical Data – Withholding of Payment (MAR 2000)

DFARS 252,227-7037, Validation of Restrictive Markings on Technical Data (SEP 2016)

DFARS 252.231-7000, Supplemental Cost Principles (DEC 1991)

DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)

DFARS 252.232-7006, Wide Area Workflow Payment Instructions (DEC 2018)

DFARS 252.232-7007, Limitation Of Government's Obligation (APR 2014)

DFARS 252,232-7010, Levies on Contract Payments (DEC 2006)

DFARS 252.239-7000, Protection Against Compromising Emanations (JUN 2004)

DFARS 252.239-7001, Information Assurance Contractor Training and Certification (JAN 2008)

DFARS 252.239-7018, Supply Chain Risk (OCT 2015)

DFARS 252.242-7004, Material Management and Accounting System (MAY 2011)

DFARS 252.242-7005, Contractor Business Systems (FEB 2012)

DFARS 252.242-7006, Accounting System Administration (FEB 2012)

DFARS 252,243-7001, Pricing of Contract Modifications (DEC 1991)

DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)

DFARS 252.244-7000, Subcontracts for Commercial Items (JUN 2013)

DFARS 252.244-7001, Contractor Purchasing System Administration-Basic (MAY 2014)

DFARS 252.245-7001, Tagging, Labeling, And Marking Of Government-Furnished Property (APR 2012)

DFARS 252.245-7002, Reporting Loss Of Government Property (DEC 2017)

DFARS 252.245-7003, Contractor Property Management System Administration (APR 2012)

DFARS 252.245-7004, Reporting, Reutilization, and Disposal (DEC 2017)

DFARS 252.246-7000 Reserved

DFARS 252.246-7001, Warranty of Data - Basic (MAR 2014)

DFARS 252.246-7003, Notification of Potential Safety Issues (JUN 2013)

DFARS 252.246-7006, Warranty Tracking of Serialized Items (MAR 2016)

DFARS 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016)

DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)

DFARS 252.247-7023, Transportation of Supplies by Sea – Basic (APR 2014)

DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

DFARS 252,249-7002, Notification of Anticipated Contract Termination or Reduction (OCT 2015)

DFARS 252.251-7000, Ordering From Government Supply Sources (AUG 2012)

DFARS CLAUSES INCORPORATED BY FULL TEXT

DFARS 252.216-7006, Ordering (MAY 2011)

DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts)(DEC 2018) Alternate I (DEC 2018)

DFARS 252.222-7000, Restrictions on Employment of Personnel (MAR 2000)

DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (OCT 2015)

DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015)

DFARS 252,239-7999, Cloud Computing Services (Deviation 2015-00011) (FEB 2015)

Provisions and clauses provided by reference can be viewed on http://farsite.hill.af.mil.

Class Deviations may be viewed on http://www.acq.osd.mil/dpap/dars/class_deviations.html

(End of Attachment J-1)

ATTACHMENT J-3 - ALLIANT 2 LABOR CATEGORIES AND BLS

REVISED LABOR ID# INFORMATION TECHNOLOGY PROJECT MANAGER

Labor ID#	Information Technology Project Manager			
281	Junior Information Technology Project Manager			
282	Journeyman Information Technology Project Manager			
283	Senior Information Technology Project Manager			
284	SME - Information Technology Project Manager			
SOC No.	SOC Title and Functional Description			
15-1199.09	Information Technology Project Manager - 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.			

ATTACHMENT J-6 - TRANSACTIONAL DATA REPORTING

J-6.1 GSAR 552.216-75 Transactional Data Reporting (June 2016)

(b) Reporting of Transactional Data

REMOVED (1) GSA will post registration instructions and reporting procedures on the Vendor Support Center website, https://vsc.gsa.gov/. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract. **REPLACED** it with The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

REMOVED (3) The Contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month. **REPLACED** it with The Contractor must report transactional data within 30 calendar days from the last calendar day of the quarter. If there was no contract activity during the quarter, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the quarter.

(c) Contract Access Fee (CAF)

(2) REMOVED The deadline specified in the written procedural instructions will be no less than 30 calendar days after the last calendar day of the month. **REPLACED** it with The deadline specified in the written procedural instructions will be no less than 30 calendar days after the last calendar day of the quarter.

REVISED SECTION J-6.2

FROM: CURRENT A2 STRUCTURE					
GWAC REPORTING CLIN	REPORTING LINE TYPE				
See Attachment J-3	Alliant 2 GWAC Labor Categories				
N00	Non Standard IT Labor				
L00	Ancillary Labor				
D00	Contract Access Fee (CAF)				
E00	Contract Access Fee (CAF) SPECIAL RATE				
F00	Zero Invoice				
H00	Fixed Price				
B00	Cost Reimbursement				
A00	Materials (T&M only)				
TO:					
See Attachment J-3	Alliant 2 GWAC Labor Categories				
N00	Non Standard IT Labor				
L00	Ancillary Labor				
D00	Contract Access Fee (CAF)				
E00	Contract Access Fee (CAF) SPECIAL RATE				
F00	Zero Invoice				
H00	Fixed Price				
B00	Cost Reimbursement				
A00	Materials (T&M only)				
M00	MISC/ODC				
G00	Award/Fixed/Incentive Fees				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTR			1. CONTRACT ID CODE			PAGE OF PAGES	
7	Click here to enter text.			1 1			
2. AMENDMENT/MODIFICATION NO. PA01	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER 5. PI		5. PRO	JECT NO. (If	Applicable)	
6. ISSUED BY: CODE	QTACA	7. ADMINISTERED BY (If or	ther than l	tem 6) CODE			
U.S. GENERAL SERVICES ADMINISTR ENTERPRISE ACQUISITION DIVISION 333 WEST BROADWAY, STE. 950 SAN DIEGO, CA 92101-3805				L			
8. NAME AND ADDRESS OF CONTRACTO	R (No., street, county, Sto	ate and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NUMBER			
Data Systems Analysts, Inc. 8 Neshaminy Interplex Drive, Suite 209 Feasterville Trevose, PA 19053-6944			9B. DATED (SEE IT	TEM 11)			
			\boxtimes	10A. MODIFICATION OF CONTRACT/ORDE 47QTCK18D0006 10B. DATED (SEE ITEM 13)		DER NO.	
CODE DUNS : 048620512	FACILITY CODE C	AGE: 4D266	7/1/2018				
11. THIS I	TEM ONLY APPLIES	TO AMENDMENTS O	F SOLI	CITATIONS			
The above numbered solicitation is amended as set	forth in item 14. The hour and	date specified for receipt of Offe	ers □ is ex	tended □ is not exten	ded.		
Offer's must acknowledge receipt of this amendment prior	to the hour and date specified	d in the solicitation or as amende	d, by one	of the following method	ds:		
(a) By completing Items 8 and 15, and returning # copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If requ	uired)						
13. THIS ITE	M APPLIES ONLY TO	MODIFICATIONS OF C	ONTRA	ACTS/ORDERS			
		ORDER NO. AS DESC					
IN ITEM 10A.							RDER NO.
B. THE ABOVE NUMBERED CONTRACT appropriation date, etc.) SET FORTH II	ORDER IS MODIFIED TO F ITEM 14, PURSUANT TO	REFLECT THE ADMINISTRAT THE AUTHORITY OF FAR 43.	IVE CHAI 103(B).	NGES (such as chang	ges in pay	ying office,	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification at	nd authority)						
E. IMPORTANT: Contractor \boxtimes is not \square is	required to sign this do	cument and return	c	copies to the issu	ing offic	ce.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section hea	dings, including solicitation/conti	ract subjec	ct matter where feasible	e.)		
The purpose of this unilateral modification i administrative changes:	s to issue Notice to Pro	oceed and Effective Date	e. Modit	fication PA01 is h	ereby i	ssued to re	eflect the following
The Effective Date of the 17 November 201	7 awarded Alliant 2 GV	NAC is July 1, 2018. The	e Notice	to Proceed date	is July	1, 2018.	
The Period of Performance (POP) and Ord	-	ster Contract are as follo	ws:				
Base Period: July 1, 2018 to June 30, 2023							
Option Period: July 1, 2023 to June		ent referenced in item OA	or 10A	as haratafara al	hanaad	romoino	unchanged
and in full force and effect.	Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)						
	Diemle Phan Contracting Office	Diemle Phan Contracting Officer					
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED Click here to enter text.	16B. UNITED STATES OF DUNCHAN	AMERICA		16C. DATE SIGNED 6/28/2018		SIGNED
(Signature of person authorized to sign)		(Signature of Contracting C	Officer)		-		