

AWARD/CONTRACT		1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.		RATING	PAGE OF PAGES 1 60
2. CONTRACT (Procurement, Instruction, Identification) NUMBER 47QTCC25DS031		3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NUMBER	
5. ISSUED BY GSA/FAS/ITC SERVICES CONTRACTS DIVISION 1 BRANCH A Washington DC 20405		CODE QT2F2AA	6. ADMINISTERED BY (If other than Item 5)		CODE
7. NAME AND ADDRESS OF CONTRACTOR (Number, Street, County, State and ZIP Code) DATA NETWORKS, INC. Attn: Scott Salzano 11091 Sunset Hills Rd STE 800 Reston VA 201905380			8. DELIVERY <input type="checkbox"/> FREE ON BOARD (FOB) ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		
9. DISCOUNT FOR PROMPT PAYMENT			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		
CODE 541277100		FACILITY CODE		ITEM	
11. SHIP TO/MARK FOR GSA/FAS/ITC Polaris GWAC 1800 F Street, NW Washington DC 20405		CODE 47QTCC	12. PAYMENT WILL BE MADE BY		CODE
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION UNDER THE UNITED STATES CODE AT: <input type="checkbox"/> 10 U.S.C. 3204 (a) () <input type="checkbox"/> 41 U.S.C. 3304 (a) ()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule		
15A. ITEM NUMBER	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				
15G. TOTAL AMOUNT OF CONTRACT					\$0.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number 47QTCB22R0001, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
19A. NAME AND TITLE OF SIGNER (Type or print) Geraldine Carbo		20A. NAME OF CONTRACTING OFFICER Nichole Cabral	
19B. NAME OF CONTRACTOR DATA NETWORKS, INC. Signed by: BY <u>Geraldine Carbo</u> (Signature of person authorized to sign)	19C. DATE SIGNED 12/13/2024	20B. UNITED STATES OF AMERICA DocuSigned by: BY <u>Nichole C. Cabral</u> (Signature of the Contracting Officer)	20C. DATE SIGNED 12/30/2024

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

The Polaris Governmentwide Acquisition Contract (GWAC) Small Business (SB) Pool is a Multiple Award, Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract to provide customized Information Technology (IT) services and IT services-based solutions. The principal nature of any resulting task order procurement must be for IT services; however, ancillary support may be included when it is integral to and necessary for the IT services-based effort.

The Contractor must provide all management, supervision, labor, facilities, and materials necessary to perform on a task order basis.

Hereafter, the Polaris GWAC SB Pool will also be referred to as the "Master Contract" while task orders issued under the Master Contract will be referred to as "task order(s)" or "order(s)."

B.2 AUTHORITY

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

The Office of Management and Budget (OMB) has designated the GSA as an Executive Agent for Governmentwide IT acquisitions pursuant to Section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. 11302(e).

The scope of this designation includes the award and administration of the Master Contract and delegation of authority for the award and administration of the task orders as set forth in Section G.2 Authorized Agencies and Delegation of Procurement Authority. Through this GWAC, federal government agencies can award task orders to acquire IT services and IT services-based solutions.

In accordance with Federal Acquisition Regulation (FAR) 17.502-2(b), the Economy Act does not apply to GWACs.

B.3 MINIMUM CONTRACT GUARANTEE AND MAXIMUM CONTRACT CEILING

(a) Minimum. The minimum guaranteed award amount for this IDIQ contract is \$2,500 dollars per Master Contract for the full term of the Master Contract. The exercise of the option period does not re-establish a minimum guaranteed award amount.

(b) The Government has no obligation to issue task orders to the Contractor beyond the amount specified in paragraph (a) of this section. Should the contract expire or be unilaterally terminated for convenience by the Government without the Contractor receiving the minimum guaranteed award amount, the Contractor may present a claim to the Contracting Officer (CO) for an amount not to exceed the minimum guaranteed award amount. The minimum guaranteed award amount is not applicable if the contract is terminated for default or is bilaterally canceled by the parties. Entitlement is waived if no claim is submitted to the CO within one year of contract termination or expiration.

(c) Maximum. There is no maximum dollar ceiling for the Master Contract or for each individual task order. An unlimited number of task orders may be placed for the term of Polaris, including the Option, if exercised. Ordering Contracting Officers (OCOs) will follow regulatory and agency requirements to establish maximum dollar ceilings at the task order level.

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B.4 PERFORMANCE-BASED PREFERENCE

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

1. A Firm-Fixed Price Performance-Based Task Order
2. A Performance-Based Task Order that is not Firm-Fixed Price
3. A Task Order that is not Performance-Based

B.5 TASK ORDER CONTRACT TYPES

FAR Part 16 identifies types of contracts and agreements. For Polaris task orders, allowable contract types include:

- FAR Subpart 16.2 Fixed-price Contracts
- FAR Subpart 16.3 Cost-Reimbursement Contracts
- FAR Subpart 16.4 Incentive Contracts
- FAR 16.601 Time-and-Materials
- FAR 16.602 Labor-Hour Contracts

Task orders may also incorporate FAR Subpart 17.1, Multi-year Contracting, and FAR Subpart 17.2, Options. Polaris supports both commercial and non-commercial requirements. Polaris does not allow agreements identified in FAR Subpart 16.7.

These contract types can be used individually or in combination within a single task order comprising multiple Contract Line Item Numbers (CLINs).

For cost-reimbursement type task orders, reference H.13, Accounting System.

B.6 TASK ORDER PRICING (ALL ORDER TYPES)

The issuing agency will establish task order cost or price with the Contractor and determine cost or price reasonableness for each task order.

The OCO may reference Polaris Labor Categories (see Attachment J-2) within any order type; however, the contract maximum rates for those labor categories only govern their pricing on task orders on a Time-and-Material (T&M) and Labor-Hour (L-H) basis.

B.6.1 Fixed-Price

The OCO must determine fair and reasonable pricing for all Fixed-Price task orders per FAR subpart 15.4, Contract Pricing, and FAR subpart 16.2, Fixed-Price Contracts.

B.6.2 Cost-Reimbursement

Per FAR subpart 15.4, Contract Pricing, and FAR subpart 16.3, Cost-Reimbursement Contracts, the OCO is responsible for preparing cost and pricing determinations for all cost reimbursement task orders.

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B.6.3 Incentive

The OCO must determine fair and reasonable pricing for all Incentive task orders and develop and implement a plan to monitor an Award-Fee, Incentive-Fee, or Award-Term resultant task order per FAR subpart 15.4, Contract Pricing, and FAR subpart 16.4, Incentive Contracts.

B.6.4 Time-and-Material and Labor-Hour Contract Types

Time-and-Material (T&M) and Labor-Hour (L-H) is defined under FAR subpart 16.6, T&M, L-H, and Letter Contracts, and applicable FAR supplements. For T&M and L-H task orders, the awarded labor categories and associated rates must be identified in the task order. FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts, provides for ancillary subcontract labor as materials.

B.6.4.1 Maximum Rates for Time-and-Material and Labor-Hour Contract Types

Maximum Rate Definition: "Maximum Rate" is a term that applies at the Master Contract level and governs a labor category established therein. It is the maximum allowable fully burdened rate, and each labor category in the Master Contract has a maximum rate. The burdened rates include the direct labor cost and indirect costs such as G&A, overhead, fringe benefits, and profit. These Maximum Rates apply exclusively to T&M and L-H contract type orders and proposals. The Master Contract's Maximum Rates are not typically the same as the fixed-price or ceiling labor rates established at the task order level.

Based on the specific task order requirements, the OCO may determine pricing in excess of the maximum rates as fair and reasonable. Examples of situations that may necessitate exceeding the established maximum rates include but are not limited to, work Outside the Contiguous United States and Top Secret security clearances.

In the rare instance that a Contractor must propose a rate above a maximum rate, the Contractor must provide a detailed supporting rationale for consideration by the OCO.

The maximum rates are the basis for all future year pricing for T&M and L-H contract type orders/CLINS. GSA will apply an escalation factor to the awarded Contract Year 1 rates and establish pricing for Contract Years 2 through 15. The escalation factor is 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" - based on the previous three years at the time of solicitation amendment.

Prior to the exercise of the Master Contract option period, if the average annual ECI for the previous three years is different at the start of Contract Year 5 than at the time of the solicitation, the maximum rates for Years 6 through 15 will be adjusted to reflect the new escalation rate. For example, if the average BLS ECI index was 4.0% at the time of the amended solicitation and the average BLS ECI index is 3.73% in Year 5 of the Master Contract, the maximum rates for Contract Years 6 through 15 will be recalculated from the Year 5 rates based on the new annual escalation rate of 3.73%. Using this example, if the Year 5 maximum rate for a given labor category is \$95.00 per hour based upon the original escalation rate, the Year 6 maximum rate will be \$98.54, Year 7 will be \$102.22, Year 8 will be \$106.03, etc.

The Master Contract Maximum Rates that are in effect when a task order is awarded will remain with the task order award during the entire task order term, including task orders with option periods.

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See Section F.3 Task Order Period of Performance.

B.6.4.2 Payments Under Time-and-Material and Labor-Hour Orders

The applicable payments clause governs payments under T&M and L-H terms (including matters related to subcontractors, materials, indirect costs, etc.).

B.7 LABOR CATEGORIES

The Master Contract provides IT Service Labor Categories (see Attachment J-2, Labor Category Descriptions). Each of the defined IT Service Labor Categories includes four (4) skill levels. The Contractor must utilize the IT Service Labor Categories to the maximum extent possible. Additional labor categories may be utilized when necessary to provide an IT services-based solution. Additional labor categories must provide skill sets that are not explicitly defined in any labor category description in Attachment J-2 Labor Category Descriptions. If a Contractor identifies an additional labor category that is needed to perform an order, the Contractor should communicate with the OCO to identify any necessary supporting documentation.

B.8 LABOR SUBJECT TO THE WAGE RATE REQUIREMENTS (CONSTRUCTION)

To the extent that construction, alteration, and repair are subject to the wage rate requirements and within scope of a task order and the Master Contract, the OCO may identify such work under a separate CLIN on the task order and incorporate the appropriate wage determinations in accordance with FAR Subpart 22.4, Labor Standards for Contracts Involving Construction.

Any construction must be integral to and necessary for the IT services-based effort—see Section C.4.

The Master Contract does not include all applicable provisions and clauses for labor categories subject to the Wage Rate Requirements (Construction). Each task order must be tailored to include the appropriate provisions and clauses.

B.9 LABOR SUBJECT TO THE SERVICE CONTRACT LABOR STANDARDS (SCLS)

The preponderance of services performed through this contract are considered bona fide executive, administrative, professional labor, and are generally exempt from the SCLS.

To the extent that any labor is subject to the SCLS and within scope of a task order and the Master Contract, the OCO may identify such work under a separate CLIN on the task order and incorporate the appropriate wage determinations in accordance with FAR Subpart 22.10 Service Contract Labor Standards.

The Master Contract does not include all applicable provisions and clauses for labor categories subject to the SCLS. Each task order must be tailored to include the appropriate provisions and clauses.

B.10 TRAVEL PRICING (ALL ORDER TYPES)

Travel may be required to support the requirements of this contract and as stated in individual task orders. For those task orders requiring travel, the Contractor must include estimated travel requirements in the task order proposal as required by the OCO.

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B.11 WORK OUTSIDE THE CONTIGUOUS UNITED STATES (OCONUS)

It is anticipated there may be task orders under this contract with performance outside the contiguous United States. The Department of State Standardized Regulations (DSSR) are the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. OCOs are authorized to select a foreign area pricing approach consistent with the DSSR tailored to their order requirements. If a task order request (TOR) includes foreign area work and the OCO has not identified a preferred foreign area pricing approach, contractors may include a foreign area pricing approach consistent with the DSSR in their response to a TOR. OCOs will determine if the approach results in a fair and reasonable price in accordance with the DSSR, FAR Subpart 15.4 Contract Pricing, and FAR Part 16 Types of Contracts as applicable. Upon request of the OCO, the Contractor must provide data other than certified cost or pricing data (FAR 15.403-3) to support its task order proposal(s).

B.12 GWAC CONTRACT ACCESS FEE (CAF)

GSA's operating costs are reimbursed through a Contract Access Fee (CAF) charged on all orders placed against the Master Contract. The CAF is paid by the ordering agency but remitted to GSA by the Contractor. GSA maintains the unilateral right to establish and change the CAF rate. GSA will provide at least a 60-day notice prior to the effective date of any change to the CAF payment process. Changes to the CAF only apply to orders awarded after the change is announced.

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

Based on the established CAF rate, the Contractor must include the estimated CAF in each task order proposal based on the total estimated order value. The Contractor must include the CAF as a separate line item on all proposals and invoices to the Government, regardless of contract type. The CAF must never be treated as a negotiable element between the Contractor and the ordering agency.

GSA will provide notification to contractors for any customer organizations with a special CAF rate that is different from the established CAF rate.

Contractors are responsible for collecting the CAF from ordering agencies and for remitting the CAF to GSA in accordance with Section G.14.

(End Of Section B)

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SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE

The Master Contract scope in Section C provides Federal agencies with customized IT services and IT services-based solutions, as defined in the Clinger-Cohen Act and FAR 2.101. This may include both commercial and non-commercial services. Customized IT services-based solutions, which can be tailored to meet an agency's particular mission needs, may include any one or combination of IT services identified in Section C, including new and emerging technologies that evolve over the life of the Master Contract.

The principal nature of any resulting task order procurement must be for IT services; however, ancillary support may be included when it is integral to and necessary for the IT services-based effort. Performance may occur at Government and Contractor locations worldwide, as specified in each task order.

C.1.1 The North American Industry Classification System (NAICS)

Pursuant to FAR 19.102(b), the NAICS code selected for the Master Contract is designated as 541512, Computer Systems Design Services; GSA determined this is the NAICS code that best describes the types of IT services available under Polaris. However, the selection of this NAICS code does not delimit the scope of orders placed at the task order level. The principal nature of the resulting task order must be for IT services.

C.1.2 Definition of Information Technology

As referenced in Section C.1, definitions of IT are used to define the scope of the Master Contract and are provided below.

C.1.2.1 Clinger-Cohen Act

(a) The term "information technology", with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an 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 which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.

(b) The term "information technology" includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

(c) Notwithstanding subparagraphs (a) and (b), the term "information technology" does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract.

C.1.2.2 Federal Acquisition Regulation (FAR)

The FAR defines information technology in section 2.101(b): "Information technology" means any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the

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agency.

(a) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires—(i) Its use; or (ii) To a significant extent, its use in the performance of a service or the furnishing of a product.

(b) The term “information technology” 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.

(c) The term “information technology” does not include any equipment that— (i) Is acquired by a contractor incidental to a contract; or (ii) Contains imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment, such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology.

C.1.2.3 National Institute of Standards and Technology (NIST)

NIST defines information technology as the art and applied sciences that deal with data and information. Examples are capture, representation, processing, security, transfer, interchange, presentation, management, organization, storage, and retrieval of data and information (NISTIR 8074 Vol. 2, Supplemental Information for the Interagency Report on Strategic U.S. Government Engagement in International Standardization to Achieve U.S. Objectives for Cybersecurity).

C.2 TECHNOLOGY BUSINESS MANAGEMENT (TBM)

The Master Contract provides IT services in support of the services performed in the Federal Government, as described by TBM. TBM is an IT management framework that provides a taxonomy categorizing IT and business solutions, services, technologies, and resources into discrete groups to better understand IT cost components and how they are used. TBM enables Federal agencies to disaggregate IT spending into smaller, consistent categories to provide a more accurate and detailed understanding of IT costs. This allows Federal agencies to identify duplicative, or unnecessary spending, determine where they may need additional investment, and make better informed decisions regarding future investments.

The TBM Framework provides a standard taxonomy with three different perspectives, each necessitating IT services supported by the scope of this contract:

- Finance View: The lowest layer of the model begins with the general ledger. It has cost pools such as hardware, software, and labor.
- IT View: The middle layer includes a set of IT towers and sub-towers, such as servers, storage, and applications.
- Business View: The taxonomy provides a standard set of application and service categories along with higher-layer business units and business capabilities.

The TBM taxonomy defines Products & Services as, “what IT delivers to end consumers: business leaders, end users and often external parties such as partners and customers. In more mature, service-oriented organizations, services are well defined, advertised in a service catalog,

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priced, or costed, and measured for consumption, among other practices. Service definitions should convey business value to business leaders, users or other stakeholders.” TBM Towers and Sub-Towers reflect the various components, or domains and functions, to provide the services above. The taxonomy can provide guidelines and definitions, established by industry and government IT Subject Matter Experts (SMEs), that can be leveraged in defining contract needs.

The government must track such contract expenditures throughout their useful lifecycle to understand better how the expenditure/contract impacts or enables the agency's mission. The TBM taxonomy provides a structure to align all task orders under Polaris using standard services and components, as defined by industry best practices.

This provides the government with traceability throughout the contract lifecycle by tracking the award from the initial task order request through the actual spend on relevant IT services that are procured, then tracked through the specific technology domains and functions (Towers) used to deliver those services within each task order. This will ensure agencies are obtaining the highest value of understanding IT expenditures that support the agency's mission. Depending on the complexity of the service procured, a single task order can include multiple TBM Services, in addition to multiple Towers. Additionally, the relationship between Towers and Services can be a one-to-many relationship. See Figure 1 and 2 (after Section J) for the TBM Taxonomy categories.

As an additional mechanism to follow the spend/contract throughout its lifecycle, the Federal Government has recently updated its Product Service Code (PSC) structure which uses the TBM Tower taxonomy as a foundation. The PSCs allow for 10 different Technology Resources (TBM Towers), and three different methods of acquisition (see [acquisition.gov](https://www.acquisition.gov) for the current list of IT PSCs).

More information about TBM and the associated IT spend categories may be found at <https://www.cio.gov/policies-and-priorities/tbm/>¹.

C.3 INNOVATIVE SOLUTIONS

The Contractor should approach agency Task Order requirements with technical proposals offering innovative solutions that leverage the flexibility provided by the Master Contract. The choice to align the Master Contract scope with the TBM taxonomy and the definitions of IT allows for the adoption of modern technologies and innovative solution approaches as they evolve over the life of the contract.

C.3.1 Emerging Technologies

As referenced in C.3, contractors are encouraged to propose innovative solutions when responding to task order requests. This includes utilization of the emerging technologies referenced below, which can be provided as standalone concepts or applied to the performance areas addressed in C.4. Technologies that are currently developing, or developed in the future, are considered in scope.

Examples of Emerging Technology services include, but are not limited to the following:

¹ <https://www.cio.gov/policies-and-priorities/tbm/>, last accessed 12/14/2021

C.3.1.1 Advanced and Quantum Computing

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Advanced and quantum computing refers to technical capabilities that support compute and data intensive modeling and simulation. This includes the use of quantum mechanics and information theory to enable faster speeds, better precision, and optimum functionality.

Examples of Advanced and Quantum Computing services include, but are not limited to:

- Cryptography/Encryption
- Secure communications
- Design of high-performance computers, computer clusters, and networks
- Quantum Machine Learning

C.3.1.2 Artificial Intelligence (AI)

AI, also known as machine intelligence, is a branch of computer science that aims to imbue software with the ability to analyze its environment using either predetermined rules and search algorithms, or pattern recognizing machine learning models, and then make decisions based on those analyses.

Examples of Artificial Intelligence services include, but are not limited to:

- Computer Vision
- Deep Learning
- Machine Learning
- Natural Language Processing (NLP)
- Spatial Computing
- Speech Recognition
- Biometrics
- Implementation and Management of AI Tools
- Assessment of AI Technologies
- Experience Reality/Virtual Reality/Augmented Reality/Mixed reality (XR)

C.3.1.3 Automation Technology

Automation is the creation and application of technologies to produce and deliver goods and services with minimal human intervention. The implementation of automation technologies, techniques and processes improve the efficiency, reliability, and/or speed of many tasks that were previously performed by humans.

Examples of Automation Technology services include, but are not limited to:

- Robotic Process Automation (RPA)
- Automated Messaging Services
- Data Cleaning Scripts
- Interactive Voice Response (IVR)
- Smart Notification

C.3.1.4 Distributed Ledger Technology

Distributed Ledger Technology (DLT) is a type of ledger that is shared, replicated, and synchronized in a distributed and decentralized manner. DLT can be used to decentralize and automate processes in many sectors. The attributes of a distributed ledger technology allow for

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large numbers of entities or nodes, whether collaborators or competitors, to come to consensus on information and immutably store it.

Examples of DLT services include, but are not limited to:

- Blockchain Implementation Solutions
- DLT Network Design Services
- Smart Contract Programming Services
- Distributed computing in low trust environments

C.3.1.5 Edge Computing

Edge Computing brings computation and data storage closer to the devices where it's being gathered, rather than relying on a central location that can be thousands of miles away. This is done so that data, especially real-time data, does not suffer latency issues that can affect an application's performance. Processing is done locally, reducing the amount of data that needs to be processed in a centralized or cloud-based location.

Examples of Edge Computing services include, but are not limited to:

- 5G Implementation Services
- Edge Analytics
- Edge Application Services
- Edge Computing Architecture Design Services
- Internet of Things (IoT) Services

C.3.1.6 Immersive Technology

Immersive technology refers to technology that attempts to emulate a physical world through the means of a digital or simulated world by creating a surrounding sensory feeling, thereby creating a sense of immersion.

Examples of Immersive Technology services include, but are not limited to:

- Virtual Reality
- Augmented Reality
- Synthetic Environment

C.4 PERFORMANCE AREAS

Within each section below, an overview of the contract solution is provided, followed by examples of work to be performed relative to task order requirements. Examples are not meant to be all-inclusive, but rather general indications of the types of services within a given solution. Other services that adhere to the definitions referenced in Section C.1 are within scope and may be provided to meet an agency's particular mission needs.

C.4.1 Cloud Services

Cloud computing is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.

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Examples of Cloud services include, but are not limited to:

- Application Integration Services
- Cloud Backup Solutions
- Cloud Governance, Security and Compliance
- Cloud Migration Services
- Cloud Strategy and Planning
- Cloud Storage and Hosting
- Cloud Risk Management
- Cloud Assessment
- Infrastructure as a Service (IaaS)
- Platform as a Service (PaaS)
- Software as a Service (SaaS)

C.4.2 Cybersecurity

Cybersecurity is the body of technologies, processes and practices designed to identify, detect, protect, respond to and recover from attack, damage, or unauthorized access to networks, devices, programs, and data.

Examples of Cybersecurity services include, but are not limited to:

- Continuous Diagnostics and Mitigation (CDM)
- Continuous Security Monitoring
- Identity Management and Access Management
- Information Assurance
- Intrusion Detection
- IT Disaster Recovery Services
- IT Security Incident Response
- Mobile Threat Protection
- Network Security Monitoring
- Security Assessment Services/Vulnerability Analysis Services
- Threat Hunting
- Zero Trust Architecture Services

C.4.3 Data Management

Data Management is the development, execution and supervision of plans, policies, programs and practices that control, protect, deliver and enhance the value of data and information assets.

Examples of Data Management services include, but are not limited to:

- Data Architecture, Analysis and Design
- Data Governance
- Data Migration
- Data Quality Management
- Data Science
- Data Security Management
- Data Warehousing and Business Intelligence Management
- Document, Record and Content Management
- Geospatial Data Practices and Services
- Governance, Planning, and Strategy

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- Network and Individual Storage Management

C.4.4 Information and Communications Technologies

Information and Communications Technology (ICT) refers to the technology used to manage telecommunications, broadcast media, intelligent building management systems, audiovisual processing and transmission systems, and network-based control and monitoring functions.

Examples of ICT services include, but are not limited to:

- Collaboration Technology Services
- IPv6 Implementation and Support Services
- Network as a Service (NaaS)
- Software Defined Wide Area Networking Implementation (SD/WAN)
- Telepresence and Video Services
- Virtual Private Network (VPN) and other Remote Network Access Services
- Virtualization Services
- Voice over IP (VoIP) Services
- Wireless Services
- 5G services and applications
- Mobility as a Service (MaaS)
- Mobile Backend as a Service

C.4.5 IT Operations and Maintenance

IT Operations and Maintenance includes the operation and management of technology infrastructure.

Examples of IT Operations and Maintenance services include, but are not limited to:

- Bring Your Own Device (BYOD) Support Services
- Data Center Management
- Email and File Server Management
- IT Help Desk / IT Support
- IT Training
- Mobile Device Management
- PC Provisioning
- Server and Device Management

C.4.6 Software Development

Software Development is the process of developing software through successive phases in an orderly way. This process includes not only the actual writing of code but also the preparation of requirements and objectives, the design of what is to be coded, and confirmation that what is developed has met objectives. All software development methodologies, including Agile and DevSecOps, are supported.

Examples of Software Development services include, but are not limited to:

- Mobile Application Development Services
- Software Design
- Software Maintenance
- Software Programming

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- Software Testing
- Web Development

C.4.7 System Design

System Design includes the planning and designing of computer systems that integrate computer hardware, software, and communication technologies. The hardware and software components of the system may be provided as part of a customized IT solution. These establishments often install the system and train and support users of the system.

Examples of Systems Design services include, but are not limited to:

- Computer Systems Integration Design Consulting Services
- Configuration Management Services
- Information Management Computer Systems Integration Design Services
- IT Specifications Development
- Network Infrastructure Design
- Office Automation Computer Systems Integration Design Services
- Smart Buildings Systems Integration

C.5 ANCILLARY SUPPORT: SERVICES, SUPPLIES AND CONSTRUCTION

The Contractor may provide ancillary support as necessary to offer an IT services-based solution. The ancillary support described here may only be included in a task order when it is integral to and necessary for the IT services-based effort.

Ancillary support may include, but is not limited to:

- Clerical support
- Data entry
- IT products
- Minor construction, alteration, and repair to real property
- Server racks
- Software licenses
- Subscriptions
- Records Management Operations

The Contractor must not accept or perform work for a task order having the principal purpose of:

- Ancillary support
- Personal Services as defined in FAR 2.101(b)
- A requirement that primarily uses employees not employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR Part 541 and/or employees primarily employed as labor or mechanics as defined in FAR 22.401

C.6 IT MANAGED SERVICES

IT Managed Services can be provided through Polaris, where the contractor, as the managed service provider (MSP) delivers services, such as network, application, infrastructure and security, via ongoing and regular support and active administration on customers' premises, in their MSP's data center (hosting), or in a third-party data center. This allows for fully managed services throughout the service lifecycle based on the customer's need and specific solution required.

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C.7 PERFORMANCE WORK STATEMENT (PWS)

The Master Contract is a stand-alone performance-based Acquisition (PBA) independent from task order PBA requirements. The Master Contract PWS includes post-award contract administration requirements stated throughout Sections G and H.

Critical performance standards are established for the Master Contract in Attachment J-1, Performance Requirements Summary (PRS). The PRS listings of Performance Objectives indicate the performance level required by the Government to meet the Master Contract performance requirements. For task orders issued under the Master Contract, OCO's may develop and execute their own PWS and PBA methods independent of the Master Contract PWS requirements and PBA standards.

C.8 SCOPE REFERENCES AND RESOURCES

The following resources are offered in support of the overall concept and scope of the Master Contract:

- (a) Definitions of Information Technology (IT)
 - Clinger Cohen Act of 1996
 - Federal Acquisition Regulation (FAR) 2.101(b)

- (b) Technology Business Management (TBM) Resources
 - TBM policies and priorities from www.cio.gov²
 - Technology Business Management Playbook from <https://tech.gsa.gov/playbooks/tbm/>

(c) The IT Service Labor Categories and descriptions provided in the Master Contract can be found in Attachment J-2, Labor Category Descriptions.

² <https://www.cio.gov/policies-and-priorities/tbm/>, last accessed 12/7/2021

(End of Section C)

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SECTION D - PACKAGING AND MARKING

Not applicable at the Master Contract level. FAR and/or agency provisions and clauses which are complementary to the Master Contract and applicable at the task order level must be identified by the OCO.

(End of Section D)

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Inspection and acceptance at the Master Contract level involve contract administration duties and deliverables.

Specific task order inspection and acceptance requirements (clauses, provisions, and other terms and conditions) will be designated by the OCO at the task order level.

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

Inspection of the deliverables provided hereunder must be made by a GSA Polaris GWAC COR or any Inspectors designated by the GSA Procuring Contracting Officer (see Section G.4.1). The place of inspection for reports required under this contract must be at the addresses for deliverables set forth in Section F. Final acceptance of deliverables must be made by a GSA Polaris GWAC COR designated in the contract.

E.2 TASK ORDER CONTRACTING OFFICER'S REPRESENTATIVE (COR)

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

(End of Section E)

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

FAR Clause	Title and Date
52.242-15	Stop-Work Order. (AUG 1989)
52.242-17	Government Delay of Work. (APR 1984)

(End of clause)

F.2 MASTER CONTRACT ORDERING PERIOD

The ordering period of this contract is from (To Be Determined) through (To Be Determined), inclusive of all options, if exercised.

The contract ordering period for the Master Contract is from the date of the Notice-To-Proceed through five years thereafter, with one, five-year option that may extend the cumulative term of the contract to 10 years in accordance with FAR 52.217-9 Option to Extend the Term of the Contract, if exercised.

After the Master Contract ordering period expires, the Master Contract will remain an active contract, in accordance with FAR 52.216-22 Indefinite Quantity, until the final task order performance is completed and will govern the terms and conditions with respect to active task orders to the same extent as if it were completed during the Master Contract ordering period.

F.3 TASK ORDER PERIOD OF PERFORMANCE

The period of performance for each task order placed under the Master Contract must be specified in the individual task order. All the following conditions apply:

- (a) Under no circumstances may a task order be placed under the Master Contract if the Master Contract has expired, or has been terminated or canceled;
- (b) No task orders may extend more than five (5) years after the expiration of the Master Contract;
- (c) Task order options, if included at initial issuance of the task order, may be exercised after the expiration date of the Master Contract; and
- (d) Notwithstanding anything contrary to the above, a multi-year task order placed under the Master Contract must be consistent with FAR Subpart 17.1 Multi-year Contracting along with any applicable agency policy and funding restrictions.

F.4 PLACE OF PERFORMANCE

Performance under the Master Contract must be accomplished at the locations identified in the task order and may include locations in the Contiguous United States (CONUS) and Outside the CONUS (OCONUS).

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The place of performance and/or delivery requirements will be specified in each individual task order.

F.5 PERFORMANCE STANDARDS UNDER THE POLARIS MASTER CONTRACT

Polaris is a performance-based contract with measurable standards in terms of quality and timeliness of deliverables in accordance with Section F.6, Deliverables and Attachment J-1 Performance Requirements Summary.

F.6 DELIVERABLES

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

ID	SECTION	DELIVERABLE TITLE	FREQUENCY	DELIVER TO
1	G.5.1	Notification of Changes to Contractor Program Manager	Within five (5) business days of any change in the Program Manager or their contact information.	PolarisSB@gsa.gov and Government Designated Reporting System (GDRS)
2	G.5.2	Notification of Changes to Contractor Contract Manager	Within five (5) business days of any change in the Contract Manager or their contact information.	PolarisSB@gsa.gov and GDRS
3	G.7	Contractor GWAC Webpage	Within thirty (30) calendar days after the Notice to Proceed and periodic updates.	Contractor Webpage, Confirm completion to PolarisSB@gsa.gov
4	G.8.1	Establish a shared company email address	Within ten (10) calendar days after the Notice to Proceed.	PolarisSB@gsa.gov
5	G.10.1	Attend Post-Award Orientation Conference	Once, following Notice to Proceed.	To be announced
6	G.10.2	Attend Program Management Review Meetings	Up to two (2) meetings per year.	To be announced
7	G.13.1	Polaris Task Order Award Notification	Within three (3) business days of task order award.	PolarisSB@gsa.gov
8	G.13.2	Task Order Award and Modification Data	Due by the 30th calendar day after the month in which the contract action was signed by the OCO.	GDRS
9		Invoice Data	Due by the 30th calendar day after the month in which the invoice(s) were paid by the client.	
10		Zero Invoice Data	Due by the 30th calendar day after the month in which no invoice(s) were paid by the client.	
11		CAF Remittance Data	CAF must be paid and reported within 30 calendar days after the end of each reporting quarter in which the invoice(s) were reported in the GDRS. Quarters are based upon a calendar year.	

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12		Missing or Inaccurate Data	Data corrections are due within ten (10) calendar days of notification, or as directed by the GWAC Program.	
13	G.14	CAF Remittance	CAF must be paid within 30 calendar days after the end of each reporting quarter in which the invoice(s) were reported in the GDRS. Quarters are based upon a calendar year.	Pay.gov via the GDRS
14	G.15	GWAC Data Calls	Within three (3) business days of request unless specified otherwise.	PolarisSB@gsa.gov
15	G.16.2	Subcontract Reporting	By the 30 th calendar day after each contract year.	GDRS
		Negative Reports	By the 30 th calendar day after each contract year.	PolarisSB@gsa.gov
16	G.17.1	Cybersecurity Supply Chain Risk Management (C-SCRM) Plan Submission	Within 120 calendar days after notice to proceed and within thirty (30) calendar days after the end of each contract year.	PolarisSB@gsa.gov or GDRS
17	G.18.1	Task Order Closeout Verification/Validation	Within six (6) months after the task order period of performance ends.	GDRS
18	G.19	Master Contract Closeout - Corrections requested to the GDRS data	Responses are due within ten (10) calendar days of the requested information.	GDRS

F.7 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements for the Master Contract or any task order, the Contractor must immediately notify the cognizant CO in writing. The notification must provide pertinent details of the delay and must not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract or any task order.

(End of Section F)

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SECTION G - CONTRACT ADMINISTRATION

G.1 GENERAL

This section provides contract administration requirements for the Polaris GWAC, and where applicable, for each task order placed under this Master Contract. Costs associated with these administration requirements may not be billed as a direct cost to the Government.

Additional administration requirements, not specified by the Master Contract, may be established in each task order. Costs associated with these order-specific administration requirements must be described in the task order and if applicable, billed in accordance with terms of the task order.

G.2 AUTHORIZED AGENCIES AND DELEGATION OF PROCUREMENT AUTHORITY

G.2.1 Authorized Agencies

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/directives-library>.

G.2.2 Delegation of Procurement Authority

Warranted Federal COs who wish to issue and/or administer a Polaris task order must first receive a written Delegation of Procurement Authority ("DPA" or "delegation") from GSA, whereupon they are authorized as Ordering Contracting Officers (OCOs).

To obtain a DPA, a warranted Federal CO must complete Polaris DPA training and then complete the DPA request form at www.gsa.gov/gwacs.

The DPA training and written delegation requirements provide a clearly structured understanding of roles and responsibilities between the GWAC COs and OCOs. The training and DPA requirements arise out of GSA's obligations to the Office of Management and Budget, which has designated GSA as an Executive Agent for GWACs.

While delegation can only be granted to warranted Federal COs, all individuals (e.g., project managers, program officials) involved with a task order are encouraged to participate in the DPA training. No work may be performed; no debt or obligation accrued; and no payment made except as authorized by a bona fide written task order signed by an OCO having a written GSA-issued Polaris DPA.

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>.

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(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)

G.4 ROLES AND RESPONSIBILITIES

This section describes the roles and responsibilities of Government personnel for the Master Contract. The Government may modify the roles and responsibilities at any time during the period of performance of the Master Contract via contract modification.

G.4.1 Polaris GWAC Small Business Pool Procuring Contracting Officer (PCO)

The PCO is the sole and exclusive government official with actual authority to award the Master Contract. After award of the Master Contract, the PCO may delegate any or all of the contract administration functions, described in FAR 42.302, to an Administrative Contracting Officer (ACO). The PCO may also designate one or more CORs to perform specific technical or administrative functions.

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

G.4.2 Polaris GWAC Small Business Pool Administrative Contracting Officer (ACO)

ACO authority is established in the delegation issued by the PCO. Responsibilities not specifically delegated to the ACO by the PCO are retained by the PCO.

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G.4.3 Polaris GWAC Program Manager (PM)

The Government will appoint a Polaris PM who will perform program level functions, such as business development and industry engagement. The Polaris PM has no actual, apparent, or implied authority to contractually bind the Government or change the terms and conditions of the contract.

G.4.4 Polaris GWAC Small Business Pool Contracting Officer's Representative (COR)

The PCO may designate one or more representatives to perform specified surveillance functions such as quality assurance and technical review. CORs have no actual, apparent, or implied authority to contractually bind the Government or change the terms and conditions of the contract.

G.4.5 Ordering Contracting Officer (OCO)

As described in Section G.2, only OCOs having a written GSA-issued Polaris GWAC Program DPA may issue and/or administer a task order. Upon request, the OCO for any specific Order may provide a copy of the applicable DPA to a requesting contractor.

G.4.6 Task Order Contracting Officer's Representative (COR)

As described in E.2, the OCO may designate in writing a COR to perform specific surveillance for their specific task order(s).

G.5 CONTRACTOR ROLES AND RESPONSIBILITIES

G.5.1 Contractor Program Manager

The Contractor's management structure must guarantee senior, high-level, program management of the Polaris Program. The Contractor must appoint a Program Manager who is a direct employee of the company (or of a member company if a joint venture). The Program Manager represents the Contractor as a primary point-of-contact for any matters related to the Master Contract and associated task orders.

The Contractor Program Manager responsibilities include, but are not limited to:

- Representing the Contractor as the primary point-of-contact to help resolve issues and perform other functions that may arise relating to the contract and task orders under the contract;
- Advising and assisting Polaris customers regarding the features and benefits of Polaris;
- Promoting Polaris to the Federal Government through participation in trade shows, conferences, and other meetings where Federal Government personnel are present;
- Promoting Contractor identity as a Polaris contract holder by using the GSA logo in advertising, placing these identifiers in printed and in on-line communications; displaying Polaris promotional placards; and disseminating Polaris marketing materials;
- Educating and training Contractor staff to ensure that they are able to effectively communicate with existing and potential customers regarding the technical scope, the value, and the benefits of Polaris;
- Ensuring all information required under the contract is reported accurately and in a timely manner;
- Attending Polaris meetings and conferences, as required by G.10, and working with the GWAC PM and COR.

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The Contractor must ensure that GSA has current contact information for the Contractor's Program Manager. The Contractor must notify GSA of any change in the Program Manager or their contact information in accordance with F.6, Deliverables. All costs associated with the Contractor's Program Manager must be at no direct cost to the Government.

G.5.2 Contractor Contract Manager

The contractor's management structure must guarantee senior, high-level, contract management of the Polaris Program. The Contractor must appoint a Contract Manager who is a direct employee of the company (or of a member company if a joint venture).

The Contractor Contract Manager responsibilities include, but are not limited to:

- Representing the Contractor as the primary point-of-contact to help resolve contract related issues;
- Ensuring that all contract administration functions and reporting information required under the Master Contract is provided accurately, thoroughly, and timely;
- Addressing all performance issues related to the Master Contract;
- Attending Polaris meetings and conferences, as required by Section G.10, and working with the GWAC PM and COR.

The Contractor must ensure that GSA has current contact information for the Contractor's Contract Manager. The Contractor must notify GSA of any change in the Contract Manager or their contact information in accordance with Section F.6, Deliverables. All costs associated with the Contractor's Contract Manager must be at no direct cost to the Government.

G.6 ELECTRONIC ACCESS TO CONTRACT

The Government intends to post a conformed and redacted (if and when appropriate) version of the Master Contract on the GSA Polaris website. The GSA Polaris website will be available to the general public.

G.7 CONTRACTOR WEBPAGE

The Contractor must develop and maintain a current, publicly available Polaris webpage accessible via the internet throughout the ordering period of the Master Contract and performance of any orders. The Polaris webpage link must be prominently displayed on the Contractor's main government business homepage.

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.

The Contractor must provide the webpage address to PolarisSB@gsa.gov within 30 calendar days after the receipt of Notice to Proceed. Any change in the webpage address during contract performance must be sent to PolarisSB@gsa.gov. The Contractor must ensure all information provided on its webpage is current until Master Contract expiration. At a minimum, the webpage must include the following items:

- Link to the GSA Polaris GWAC website
- Master Contract Number
- Contractor Unique Entity Identifier (UEI)
- Contractor CAGE Code

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- Contact information of the Contractor's Program Manager for the Master Contract
- Sustainability and Climate Change
 - A statement confirming the Contractor's commitment to offering Electronic Product Environmental Assessment Tool (EPEAT), an IT product global eco label, at the [EPEAT Bronze Level](#) for all products/equipment used within the performance of Polaris task orders, if electronic hardware is procured as ancillary equipment in an order under the Master Contract.
 - Sustainable Practices and Impact Statement, if any (See H.7)

The prime contractor must not permit or approve the marketing and advertisement of its Polaris task orders on their subcontractor webpages that purports to, has the appearance of, or misrepresents itself to be a GWAC approved teaming partner/subcontractor, since subcontractor approval is not performed by the GWAC Contracting Officer. Subcontractor information may reside on the prime contractor's Polaris webpage.

G.8 ELECTRONIC COMMUNICATIONS

G.8.1 Contractor Email Account

The Contractor must establish and maintain a Polaris email account for communications relating to Polaris. This account must be maintained and monitored as it is an acceptable forum for providing fair opportunity to be considered on task order requests. The electronic mailbox name must include "Polaris", e.g., Polaris@xyzcorp.com. The Contractor must provide the email address to PolarisSB@gsa.gov within 10 calendar days after the receipt of Notice to Proceed.

G.8.2 Vendor Management System

GSA may implement an electronic vendor management system for the purpose of Master Contract administration. If such a system is implemented, contractors agree to establish and maintain their account, and to utilize the system workflow(s) for communication, e.g., but not limited to, monitoring for communications, responding to any communications within five business days (or as noted in specific communication), and designated reporting.

G.9 INSURANCE

The Contractor must maintain the minimum insurance coverage delineated within FAR Subpart 28.3 for the full duration of the Master Contract and each applicable task order that extends beyond the expiration date of the Master Contract. The OCO may require additional insurance coverage or higher limits specific to a task order awarded under the Master Contract. If the task order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.3 must apply to the task order. Proof of insurance must be furnished to the Government upon request.

In accordance with FAR 52.228-5, Insurance-Work on a Government Installation, and FAR 52.228-7, Insurance-Liability to Third-Persons, insurance policies with the following types and minimum amounts must be maintained throughout Master Contract and task order(s) period of performance:

- a. Worker's Compensation and Employer's Liability, specified at FAR 28.307-2(a) of not less than \$100,000 for each occurrence;
- b. General Liability, specified at FAR 28.307-2(b) of not less than \$500,000 for each occurrence;
- c. Automobile Liability, specified at FAR 28.307-2(c) of not less than \$200,000 per person and \$500,000 for each occurrence, and property damage liability insurance of not less than \$20,000 for each occurrence;

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- d. Aircraft public and passenger liability, specified at FAR 28.307-2(d), when aircraft are used in connection with performing the contract, the OCO shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater;
- e. Vessel liability, specified at FAR 28.307-2(e), when contract performance involves the use of vessels, the OCO shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

G.9.1 DEFENSE BASE ACT INSURANCE (DBAI)

Pursuant to FAR 28.305, DBAI coverage provides workers' compensation benefits (medical, disability, death) in the event of a work-related injury or illness that occurs outside the United States.

The Government requires that employees hired by Contractors and subcontractors who work internationally be protected by the DBAI coverage, regardless of their assignment and/or location unless a waiver has been obtained from the U.S. Department of Labor.

DBAI will be at no direct cost to the Polaris Program; however, if required and approved by an OCO under an individual task order, DBAI may be charged as a direct cost to the Government.

G.10 MEETINGS AND CONFERENCES

The Contractor's designated Program Manager and Contract Manager, or their designee, must attend all Polaris meetings and conferences described below at no direct cost to the Government.

G.10.1 Post-Award Orientation Conference

The Contractor must participate in a mandatory Post-Award Orientation Conference that will be held at a time and place to be determined by the Polaris PCO (FAR 42.503-1). The purpose of the Post-Award Orientation Conference is to provide the Contractor a clear understanding of all contract requirements in the Master Contract.

G.10.2 Program Management Review Meetings

The Polaris Program may conduct up to two (2) mandatory Program Management Review (PMR) meetings per year. PMR meetings may be held at a government or commercial facility, a commercial conference center, or occasionally held at a mutually agreed-upon Contractor facility on a rotational basis. PMR meetings may also be conducted via a virtual webinar or in a hybrid arrangement allowing both virtual and in-person attendance.

The Contractor Program Manager and Contract Manager are required to attend and participate at all PMR meetings. If the Contractor Program Manager or Contract Manager are unable to attend, an alternate direct employee of the company must attend in their place.

The Polaris PMR meetings provide a forum for Contractors, GSA staff, and other agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing initiatives, network with other small businesses and potential subcontractors, speak to contract administration matters, and address Master Contract fundamentals.

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G.11 ORDERING PROCEDURES

Ordering procedures must comply with FAR 16.505.

In accordance with Section G.2, only a delegated OCO having a written GSA-issued Polaris GWAC Program DPA may issue and/or administer Polaris orders.

Any services, including ancillary support, to be furnished under this contract will be ordered by issuance of written task orders. Oral task orders are not authorized. A task order specifies and authorizes the work to be performed by the Contractor. The task order will include pricing and a work statement (e.g., statement of work (SOW), performance work statement (PWS) or statement of objectives (SOO)).

Task orders may only be issued within the terms and conditions set forth in the Master Contract.

All costs associated with the preparation, presentation, and discussion of the proposal in response to a task order request will be at the Contractor's sole and exclusive expense.

All task orders placed under the Master Contract are subject to the terms and conditions of the Master Contract at time of order award. In the event of any conflict between the task order and the Master Contract, the Master Contract will take precedence.

G.11.1 Pool Selection

OCOs have complete discretion in selecting the Pool under which fair opportunity is provided.

G.11.2 Fair Opportunity

The requirements in FAR 16.505(b)(1) Fair opportunity, and FAR 16.505(b)(2) Exceptions to the fair opportunity process, apply to task order awards. The following conditions apply specifically to this GWAC:

- a. The exception at FAR 16.505(b)(2)(D), which addresses "...to satisfy a minimum guarantee", is reserved for use solely by GSA with approval of the Polaris contracting office.
- b. The exception at FAR 16.505(b)(2)(F), which addresses "...set aside orders for any of the small business concerns..." may be used only with the approval of the Polaris contracting office. In accordance with FAR 19.504(a)(1), order set-asides are discretionary when the conditions of FAR 19.502-2 are met at the time of the order.
- c. The Fair Opportunity process shall be specific to the individual Pool being competed, and may not be combined with any other Polaris Pools (SB, HUBZone, SDVOSB, WOSB) or any other socio-economic GWAC vehicles outside of the Polaris contract family, as contract terms and conditions will vary.

At their discretion, OCOs may continue to implement FAR 52.219-28(c) to require rerepresentation for a specific order.

G.11.3 Fair Opportunity Channels

Each Contractor is responsible for registering and maintaining an account in the following systems:

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- a. eBuy (www.ebuy.gsa.gov) - (OPEN TO ALL AGENCIES) an electronic Request for Quote (RFQ) / Request for Proposal (RFP) system designed to allow Government buyers to request information, find sources, and disseminate RFQs/RFPs.
- b. GSA ASSIST - (OPEN TO GSA ASSISTED ACQUISITION SERVICES) (<https://portal.fas.gsa.gov/group/itss-portal/welcome>) - an online, web-based system designed to facilitate the development of task orders within GSA's Federal Acquisition Service (FAS) programs.
- c. Other Ordering Systems - Additional ordering systems may be utilized by GSA and ordering agencies to provide for fair opportunity. Notice of these systems as a fair opportunity channel will be sent to the contractor email addresses published on the GSA Polaris website.
- d. Polaris Email Account - Direct contact through published contractor email addresses on the GSA Polaris website. The Contractor is responsible for notifying GSA of any change in its contact information that is listed on the GSA Polaris website and for verifying that the change was made.

G.11.4 Invoice Submission

The Ordering Agency is responsible for payment of all invoices to the Contractor. Invoice submission information will be contained in each awarded task order. The payment office designated in the awarded task order document will make payment of those invoices to the Contractor.

The invoice for the last performance month must be identified and submitted when tasks have been completed and no further charges are to be incurred, excluding indirect rate adjustments. The invoice for the last performance month must be submitted to the ordering agency within six (6) months of task order completion.

If indirect rate adjustments, e.g., resulting from incurred costs audits, are completed and/or received after the Master Contract closeout date, no additional CAF adjustments must be reported or applied to the task order(s).

The GSA Polaris GWAC Program is not responsible for payment of task order invoices.

G.12 CONTRACTOR PERFORMANCE SYSTEM

The Contractor is required to register in the appropriate past performance assessment systems to review and respond to its surveys as prescribed by the customer agency policy. Past performance evaluations pertaining to task orders under the Master Contract will typically reside in the Contractor Performance Assessment Reporting System (CPARS).

G.13 REPORTING

The Contractor must report information relating to Polaris task orders from award of the Master Contract through closeout of all task orders.

G.13.1 GWAC Task Order Award Notification

The Contractor must report new Polaris task orders awarded under the GWAC to PolarisSB@gsa.gov within three (3) business days of task order award. The email notification must include the following information:

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- Contractor Name
- Polaris Contract Number
- Project Title
- Task Order Number
- Date of Award
- Estimated Total Task Order Value
- End User Customer Agency
- Ordering Contracting Officer Name and Email

G.13.2 GWAC Transactional Data

The Contractor must register in the government designated system in order to report transactional data.

The Contractor must provide the transactional data, outlined in Attachment J-3, Transactional Data Reporting and Contract Access Fee, electronically via the government designated system. The Contractor must adhere to the instruction and definitions for each reported data element as stated within the government designated system web page. The Government intends to post the reported hourly labor rates to the Prices Paid portal. The Prices Paid portal will be made available to Ordering Contracting Officers and agency program staff via a separate secured Government portal.

The reporting of transactional data is required for the following items, within the date specified in Section F.6, Deliverables:

- Task Order Award
- Modification
- Invoices
- Zero Invoice (if applicable, when no invoice is shown for an active order month)
- CAF Remittance Record

If appropriate, the Contractor must convert all currency to U.S. dollars using the "Treasury Reporting Rates of Exchange," issued by the U.S. Department of Treasury, Financial Management Service.

Data quality is of great importance; therefore, GSA may request from the Contractors corrections to the government designated system data, if applicable. Contractors must correct the government designated system data within the date specified in Section F.6, Deliverables.

G.13.2.1 Change of GSA Business System(s) during Term of the Master Contract

The Government may decide to change its business system(s), including a significant upgrade or a complete replacement of GSA's current business system after the date of Master Contract award. Should the Government implement a change of the required system(s) for reporting transactional data, the Contractor will be notified with a no-cost unilateral modification to the Master Contract.

G.14 CONTRACT ACCESS FEE (CAF) REMITTANCE

- a. The CAF is charged against all orders and applied to the total invoice amount for Contractor performance. Total invoice amount is inclusive of labor, fees (including award fees and incentive pools), ancillary support, and other direct costs (including travel).

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- b. The standard CAF formula is:
Total CAF = Total Invoiced Amount x CAF Rate Percentage
- c. Contractors must include the total CAF on each invoice. Contractors will remit to GSA the total CAF amount from paid invoices.
- d. CAF remittance can be made directly from the contractor's business bank account to the government designated system. Contractors will contact their financial institution/bank to establish an account authorizing Automated Clearing House (ACH) Direct Debit payments via a government designated system. If for reasons outside of human control, e.g., Act of God, where the Contractor is not able to remit the CAF via the government designated system, the Contractor must request written permission from GSA to remit the CAF outside the government designated system. This written permission must be approved by the GWAC Program Office.
- e. Contractors must remit the CAF in U.S. dollars to GSA within the time specified in Section F.6, Deliverables for all paid invoices reported during that calendar quarter. Polaris CAF payments may not be combined with another GWAC contract (including not combined with another Polaris contract), Federal Supply Schedule, or any other GSA Contract.

G.14.1 Overdue CAF Payments

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.

G.15 GWAC DATA CALLS

GSA may occasionally conduct surveys or request information from contractors pertaining to Polaris. The Contractor must email its response to Polaris@gsa.gov, or a designated reporting application, by the due date indicated in Section F.6, Deliverables.

Responses to GWAC Data Calls, which may include information that is attributable to a particular industry partner, may be published to government websites to promote the capabilities available through Polaris. This information may be used by ordering agencies conducting market research.

G.16 SUBCONTRACTORS

The Government has not pre-approved any subcontractors in making awards for the Master Contract. If a Contractor proposes a subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-2 and FAR Subpart 44.2.

The OCO is responsible for reviewing the Contractor's notification and supporting data to ensure that the proposed subcontract is appropriate for the risk involved, and consistent with current policy and sound business judgment prior to consent to subcontract.

If the Contractor enters into any subcontract that requires consent under the clause at FAR 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained will be at the sole discretion of the Government.

G.16.1 Limitations on Subcontracting

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The contractor is responsible for managing the balance of workload being performed under this contract and meeting the requirements of FAR 52.219-14, Limitations on Subcontracting, by the end of the base period of the contract and then by the end of each subsequent option period.

The contractor is responsible for meeting these requirements at the Master Contract level and is required to perform a meaningful amount of work on each task order to prevent pass-through situations, which are prohibited under this contract. Contractor compliance with this section will be a factor in whether a contractor's Master Contract option is exercised. See Section H.17.2.

G.16.2 Subcontract Reporting

Contractors should maintain up-to-date running records concerning prime and subcontract performance costs. Contractors must periodically report that information via the government designated system. Subcontracting data must be current within the government designated system no later than the date specified in Section F.6, Deliverables.

Contractors with no active Orders or no subcontract labor on any Orders in the preceding contract year must submit a negative report via email to PolarisSB@gsa.gov with a statement of "NO SUBCONTRACTING ACTIVITY TO REPORT FOR THIS REPORTING PERIOD." The negative report submitted should contain the Contractor's contract number and reporting period in the email subject line.

Contract options for contractors not in full compliance with FAR 52.219-14, Limitations on Subcontracting as of the end of the fourth contract year might not be exercised.

Willful failure or refusal to furnish the required reports, or gross negligence in managing the subcontracting limitation, or falsification of reports constitutes sufficient cause to terminate the Contractor for default.

G.17 CYBERSECURITY SUPPLY CHAIN RISK MANAGEMENT

G.17.1 Annual Cybersecurity Supply Chain Risk Management (C-SCRM) Plan Submission

To ensure Contractors remain aware of and are implementing emerging C-SCRM requirements over the life of the Master Contract, the Polaris C-SCRM Plan must be submitted to PolarisSB@gsa.gov as indicated in Section F.6, Deliverables. Contractors are encouraged to consider NIST 800-161 and Section H.4, IT Security Considerations in the development of this plan.

GSA will provide a C-SCRM Plan template to contractors prior to the submission dates indicated in Section F.6, Deliverables. This template must be utilized for preparation and submission of the required C-SCRM Plan. In addition to the submission dates noted in Section F.6, Deliverables, the contractor must notify the Government within 30 days of any material changes to their C-SCRM Plan. The C-SCRM Plan template may be updated by GSA throughout contract performance to reflect current C-SCRM factors. The C-SCRM Plan template may include but will not be limited to the following sections:

1. Cover Page
2. Table of Contents
3. C-SCRM Plan Approval
4. System Name and Identifier
5. System Description
6. System Information Type and Categorization
7. System Operational Status

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8. Role Identification
9. System/Network Diagrams, Inventory and Life Cycle Activities
10. Information Exchange and System Connections
11. Security Control Details (Minimum Control Baseline)
12. Contingencies and Emergencies
13. Revision and Maintenance
14. Acronym List
15. Terms and Definitions
16. References
17. Attachments
18. Related Laws, Regulations and Policies
19. C-SCRM Activities and Life Cycles

In the event GSA identifies necessary revisions to the submitted C-SCRM plan, a revised plan must be resubmitted within 30 days of notice from GSA. Failure to resolve any identified deficiencies in a timely manner may result in Government action, up to and including contract termination.

G.17.2 Risk Assessment

The Government may identify, assess, and monitor contractors' supply chain risks in connection with product and service offerings. The Government may use any information from public unclassified, classified, or any other sources for its analysis. Once complete, the Contractor agrees the Government may, at its own discretion, perform audits of supply chain risk processes or events. On-site assessments may be required. GSA may monitor the following supply chain risks:

1. Risk of Foreign ownership, control, or influence
2. Cyber threats
3. Other supply chain risks which could impact the company's vulnerability, such as financial performance issues

In the event supply chain risks are identified and corrective action becomes necessary, mutually agreeable corrective actions will be sought based upon specific identified risks. Failure to resolve any identified risk in a timely manner may result in Government action, up to and including contract termination.

G.18 TASK ORDER CLOSEOUT

The OCO is responsible for closing out individual task orders under the Master Contract. The Contractor agrees to cooperate with the OCO to close out Orders as soon as practical after performance completion, cancellation, or termination of each task order. In the event the Contractor cannot locate the current OCO to close out the task order, the Contractor may request assistance from the GSA GWAC ACO to locate an ordering agency representative to close out the Orders. Task order closeout will be accomplished within the guidelines set forth in FAR Part 4 Administrative Matters and FAR Part 42 Contract Administration and Audit Services. GSA will not be responsible or held liable for any outstanding order claims that are not resolved to completion by the OCO or the Ordering Agency.

OCOs are encouraged to utilize FAR 42.708, Quick-closeout procedure to the maximum extent practicable.

The OCO has the authority to negotiate settlement of indirect costs in advance of the determination of final indirect cost rates if the order is physically complete and the amount of

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unsettled indirect cost to be allocated to the order is relatively insignificant (See FAR 42.708(a)(2)).

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G.18.1 Task Order Closeout Verification / Validation

The Contractor must verify that all data elements have been reported and validated within the designated reporting system within six (6) months after the task order Period of Performance end date. Any incorrect data identified during verification must be corrected within 30 calendar days after identification has been made.

G.19 MASTER CONTRACT CLOSEOUT

GSA intends to close out the Master Contract within 18 months of the Contractor's final task order expiration date, pending no further claims brought to the GSA; and without waiting for the OCO to issue closeout modifications to their task orders. Task order awards and obligations reported in the GDRS will be compared to records found in the Federal Procurement Data System-Next Generation (FPDS-NG), and other available government systems. The GSA GWAC Program will review periodically the overpayment / underpayment of the CAF from expired task orders and reconcile any discrepancies with the Contractors in advance of the Master Contract closeout. As requested by the Polaris ACO and/or COR, Contractors must ensure corrections to Order, Invoice, and CAF Data are accomplished within the date specified in Section F.6, Deliverables.

Upon mutual agreement by both the Government and the Contractor, entitlement to any residual dollar amount of \$1,000 or less at the time of final contract closeout may be waived. "Residual dollar amount" means money owed to either party at the end of the contract and as a result of the contract, excluding liabilities relating to taxation or a violation of law or regulation. In determining a residual dollar amount, the Government and the Contractor may agree to consider offsets to the extent consistent with law and regulation.

Any and all Contractor claims at the Master Contract level against the GSA must be submitted, in writing to the PCO, or designated ACO at PolarisSB@gsa.gov. Furthermore, the Contractor must pursue any claims it may have at the order level exclusively through the ordering activity.

(End of Section G)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 MARKETING

GSA requires the review and approval of any Polaris related press / news releases for Orders and Master Contracts, marketing / promotional materials and brochures, including information on the Contractor's Polaris webpage.

All marketing, promotional materials, and news releases in connection with Polaris or task order awards under Polaris, including information on the Contractor's Polaris webpage, may be co-branded with marks owned or licensed by the Contractor and GSA, as long as the Contractor complies with GSAR 552.203-71, Restriction on Advertising, and in the case of GSA's logo must comply with GSA's logo policy, and any updates thereto, as provided at <https://www.gsa.gov/reference/gsa-logo-policy>. Contractors must ensure these guidelines are adhered to by their subcontractors.

H.2 ORGANIZATIONAL CONFLICT OF INTEREST

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

H.3 PERMITS

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

H.4 IT SECURITY CONSIDERATIONS

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

H.4.1 Additional Cybersecurity and SCRM Requirements

Cybersecurity and SCRM are dynamic areas with developing regulations and requirements as evidenced by the ongoing development of the Cybersecurity Maturity Model Certification (CMMC) 2.0 framework by the Department of Defense (DoD), as well as National Institute of Standards and Technology (NIST) Special Publication (SP) 800-161, SP 800-171 and SP 800-172. As Polaris is a Governmentwide Acquisition Contract (GWAC) with potential customers of both civilian and defense organizations, it is important for the vehicle to remain relevant in light of changing requirements (see Attachment J-4, Cybersecurity & Supply Chain Risk Management (SCRM) References).

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

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While CMMC is currently a DoD initiative, it may also have utility as a baseline for civilian acquisitions. Polaris contractors are encouraged to monitor, prepare for and participate in acquiring CMMC certification once CMMC 2.0 standards are promulgated.

Polaris contractors should be aware of developing CMMC 2.0 and SCRM requirements by implementing the appropriate NIST SP 800-series documents which are expected to be foundational to CMMC 2.0. Once CMMC requirements have been finalized, GSA reserves the right to update the Master Contract with any applicable FAR clauses and provisions.

Additional cybersecurity and SCRM requirements may be included on individual task orders by the issuing agency OCO. These requirements may vary on individual orders based on the security needs and criticality assessment of the ordering agency.

H.5 SECURITY: FACILITY CLEARANCES

Individual task orders may require facility security clearances. Unless specified otherwise by the OCO, only those Contractors that meet the required security clearance levels on individual orders will be able to compete for task orders requiring security clearance(s). When classified work is required on an individual task order, the Contract Security Classification Specification (DD Form 254 or agency equivalent) will be issued to the Contractor by the requiring agency. The Polaris Program will not sponsor facility security clearances.

H.6 SECURITY: PERSONNEL CLEARANCES

The Contractor is responsible for providing personnel with appropriate security clearances to ensure compliance with Government security regulations, as specified on individual Orders. The Contractor must fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employee's trustworthiness and suitability for the position. Clearances may require Special Background Investigations (SBI), Sensitive Compartmented Information (SCI) access or Special Access Programs (SAP), or agency-specific access, such as a Q clearance or clearance for restricted data. Contractors should refer to task order solicitations for guidance on whether or not the customer agency will pay for the investigation or if the Contractor is responsible for the cost of the investigation. The Polaris Program will not sponsor personnel clearances.

H.7 SUSTAINABILITY

H.7.1 Environmentally Sustainable Products

The contractor must provide products that comply with the federal sustainable acquisition policy, as outlined in GSAM Subpart 523.1 and FAR Part 23. This requires the Contractor to supply or provide environmentally sustainable (i.e., green) products. This includes products that are:

- (1) Delivered to the Government during performance,
- (2) Acquired by the Contractor for use in performing services at a Federally-controlled facility, or
- (3) Furnished by the Contractor for use by the Government.

The Polaris Master Contract seeks to benefit from the use of sustainable management practices by contractors by ensuring that products used in the performance of subsequent task orders are EPEAT Bronze Level or higher. In addition, contractors shall supply or provide products that are energy-efficient (ENERGY STAR® or Federal Energy Management Program (FEMP)-designated, water-efficient, biobased, environmentally preferable (e.g., EPEAT®-registered, or non-toxic or less toxic alternatives), non-ozone depleting, made with recovered materials ancillary products,

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and to the maximum extent practicable, sustainable products and services identified or recommended by the Environmental Protection Agency (EPA).

H.7.2 Sustainable Practices and Impact Statement (Optional)

GSA seeks to understand and reduce the energy and environmental impacts of services provided under the Master Polaris Contract. Contractors are strongly encouraged to post their Sustainable Practices and Impact Statement on its website and provide notification to PolarisSB@gsa.gov.

Contents of the Sustainable Practices and Impact Statement should include a Greenhouse Gas (GHG) inventory for the enterprise or GHG emissions resulting from the contract. GHG inventories can be prepared in a format similar to the World Resources Institute/World Business Council for Sustainable Development Greenhouse Gas Protocol Corporate Accounting and Reporting Standard, ISO 14064 standard. If a statement is prepared, it should also include GHG reduction target(s) for the enterprise or GHG emissions resulting from the contract either for reduction of absolute annual quantity of greenhouse gas emissions, and/or for reduction of "carbon intensity" (i.e., reduction of carbon footprint per activity measure such as sales, number of employees, square feet of facilities).

Subsequent annual reports can include information on progress towards meeting the GHG reduction target(s) set by the contractor for the enterprise or emissions resulting from the contract. GHG inventories and targets referenced above are recommended to include Scope 1 and 2 GHG emissions. Inclusion of Scope 3 emissions is also encouraged. Any barriers to GHG emission reductions can be noted.

H.8 CONTRACTOR TRAINING

The Contractor is expected to maintain the professional qualifications and certifications of its personnel through ongoing training. Unless specifically authorized in an individual task order, the Contractor must not directly bill the Government for any training.

H.9 GOVERNMENT PROPERTY

There is no government furnished property associated with the Polaris Master Contract. Any equipment, property, or facilities furnished by the Government or any Contractor-acquired property must be specified on individual task orders and follow the policies and procedures of FAR Part 45.

H.10 LEASING OF REAL AND PERSONAL PROPERTY

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

- a. The Government be deemed to have privity-of-contract with the owner/lessor of the leased items; or
- b. The Government be held liable for early termination/cancellation damages if the Government decides not to exercise an Option period under an order unless the Contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of its proposal and the OCO for the order has specifically approved/allowed such damages as part of the award. The Master Contract strictly prohibits the use of lease-like payment arrangements, which purport to permit the Government to receive delivery of items and then pay for the full cost of the items over time, even if such arrangements are not technically a lease transaction because the Government is not the lessee.

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H.11 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

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

The Contractor must reference the Section 508 accessibility standards below as a resource for meeting compliance of deliverables:

- D1194.21 Software applications and operating systems
- D1194.22 Web-based intranet and internet information and applications
- D1194.23 Telecommunications products
- D1194.24 Video and multimedia products
- D1194.25 Self contained, closed products
- D1194.26 Desktop and portable computers
- D1194.31 Functional performance criteria
- D1194.41 Information, documentation, and support

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

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

H.12 INTERNET PROTOCOL VERSION 6 (IPv6)

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

H.13 ACCOUNTING SYSTEM

Unless specified otherwise by the OCO, a contractor responding to Cost-Reimbursement (CR) type task orders, as defined in FAR 16.301-1, is required to have an accounting system the Defense Contract Audit Agency (DCAA), the Defense Contract Management Agency (DCMA), or any federal civilian audit agency has audited and determined adequate for determining costs applicable to the contract in accordance with FAR 16.301-3(a)(3). The Contractor must notify PolarisSB@gsa.gov and designated OCOs for ongoing cost-reimbursement task orders, in writing, if there are any changes in the status of their cost accounting system and provide the reason(s) for the change.

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H.14 CYBERSECURITY MATURITY MODEL CERTIFICATION (CMMC)

GSA reserves the right to survey Polaris awardees from time-to-time in order to identify each industry partner's CMMC standing.

Upon implementation of CMMC 2.0, Polaris order competitions may be restricted by designation of an applicable CMMC level when required by an ordering agency.

GSA reserves the right to require CMMC 2.0 certification up to level 2 to be considered for the Polaris option, as well as for any general or targeted on-ramp opportunities.

H.15 TECHNICAL REFRESHMENT

After the award of the Master Contract, the Government may implement technical refreshment of the scope and/or the labor categories consistent with the appropriate changes clause in order to improve performance or react to changes in technology.

H.16 ON-RAMPING

GSA reserves the right to periodically review the need for and determine whether or not it is in the Government's interest to hold an on-ramp to add Contractors to one or more Polaris Pools. This includes holding a targeted on-ramp to supplement specific capabilities required by the Government by adding new Contractors to one or more Polaris Pools. GSA also reserves the right to solicit and award additional Pools. The decision to hold an on-ramp is a discretionary unilateral authority of the GSA.

Polaris Contractors may not hold more than one Master Contract as a prime within a single pool at any time. During the performance of Polaris, the total number of contractors may fluctuate due to various reasons including industry consolidation, significant changes in the federal marketplace, advances in technology, general economic conditions, or other unforeseen reasons. Recognizing these market variables, GSA intends to periodically review the total number of contractors and the quality of those contractors participating in the ordering process, to include the review of the sole source requirements, and Fair Opportunity requirements resulting in competitive one-bid responses among other factors to determine whether it would be in the Government's best interest to initiate an on-ramp to add new qualified contractors to the Master Contract.

Should the GSA Polaris Contracting Officer determine to conduct an on-ramp in accordance with this section, the following considerations will apply:

1. An on-ramp notice is published in the governmentwide point of entry (GPE) in accordance with FAR Part 5, Publicizing Contract Actions.
2. An on-ramp is issued under current Federal procurement law, e.g., updating the provisions in Section L.
3. The number of new contracts awarded through an on-ramp is not limited by the number of awards identified in the original solicitation, made through the original competition, or any other on-ramp conducted through the contract.
4. The basis of the competition under the on-ramp relies upon substantially the same methodology as in the original solicitation. GSA reserves the right to update the evaluation criteria with consideration to market conditions and the specific needs being sought through the on-ramp.
5. The terms and conditions of any resulting awards are materially identical to the existing version of Polaris.
6. The period of performance for any new awards is coterminous with the existing term for all other Contractors.

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7. On-ramp contract awardees are eligible to respond to task order requests and receive task order awards with the same rights and obligations as any other Contractor.

H.17 OFF-RAMPING

Polaris Contractors are expected to compete for and receive task order awards, successfully perform the terms of their Orders, and to promptly improve performance should it ever not meet the terms of the Orders. If a Polaris Contractor does not meet these expectations, it is the Government's intent to "off-ramp" the Contractor by:

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

H.17.1 Minimum Contract Sales Requirements

Contractors awarded a Polaris contract are expected to meet the minimum contract sales requirement at least 90 days before the Master Contract base period expires. The minimum contract sales requirement is \$500,000 in awarded task order value for each contract. If the Contractor does not meet the minimum contract sales requirement during the Master Contract base period, the Government will not exercise the Contractor's Master Contract option period.

H.17.2 Exercise of the Contract Option Period

In accordance with FAR 52.217-9, Option to Extend the Term of the Contract, the Government may extend the term of this contract for one, five-year option period. In addition to the factors identified in FAR 17.207, the determination of whether the Contractor's option will be exercised will also include, but not be limited to, the following factors:

- Timely, Accurate, and Complete Reporting (G.13)
- Timely, Accurate, and Complete CAF Remittance (G.14)
- Contractor has met the Minimum Contract Sales Requirement (H.17.1)
- Contractor is in compliance with the Limitations on Subcontracting (G.16.1)
- Satisfactory Past Performance on Awarded Task Orders
- Contractor size and/or status (H.18.3)

H.18 HANDLING OF SIZE AND STATUS REREPRESENTATIONS

H.18.1 Merger or Acquisition with Novation

Per FAR 52.219-28, a merger or acquisition with novation requires timely rerepresentation of size and socioeconomic status.

When the rerepresentation identifies other than a small business, the novation will not be deemed to be in the Government's best interest. Given this advance information, such a merger or acquisition initiates a no-cost settlement agreement pursuant to FAR 49.109-4, with the following conditions:

- The contractor's size and status will be revised for the Master Contract in SAM.gov, which will apply to all subsequent funding actions on orders.
- The Master Contract shall be terminated for convenience at no cost to the Government.
- Existing task orders may continue at the OCO's discretion.

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- Option periods on existing task orders may continue at the OCO's discretion.

H.18.2 Merger or Acquisition without Novation

Per FAR 52.219-28, a merger or acquisition without novation requires timely rerepresentation of size and socioeconomic status.

When the rerepresentation identifies other than a small business, the merger or acquisition initiates a no-cost settlement agreement pursuant to FAR 49.109-4, with the following conditions:

- The contractor's size and status will be revised for the Master Contract in SAM.gov, which will apply to all subsequent funding actions on orders.
- The Master Contract shall be terminated for convenience at no cost to the Government.
- Existing task orders may continue at the OCO's discretion.
- Option periods on existing task orders may continue at the OCO's discretion.

H.18.3 Rerepresentation Prior to the Master Contract's Sixth Year

Per FAR 52.219-28(b)(3)(i), timely rerepresentation of size and socioeconomic status is required prior to the Master Contract's sixth year. When the rerepresentation identifies other than a small business, the Master Contract option period for the affected contractor will be subject to the following:

1. The contractor is NOT eligible to respond to task order requests subject to fair opportunity (FAR 16.505(b)(1))
2. The contractor remains eligible to accept orders from OCOs based on the following exception to a fair opportunity:
 - The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order (FAR 16.505(b)(2)(i)(C))
3. A subsequent merger or acquisition, with or without novation, triggers paragraph H.18.1 or H.18.2, as applicable.
 - If the result of the rerepresentation is that the Contractor is deemed to be a small business concern with the same small business program status of which qualified the Contractor for the pool award, then H.18.3(1) will no longer apply, in which case it might take the Government 30 or more calendar days to implement the necessary adjustments.

(End of Section H)

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SECTION I - CONTRACT CLAUSES

I.1 GENERAL

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

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

I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

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

FAR Clause	Clause Title & Date
52.202-1	Definitions. (JUN 2020)
52.203-3	Gratuities. (APR 1984)
52.203-5	Covenant Against Contingent Fees. (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government. (JUN 2020)
52.203-7	Anti-Kickback Procedures. (JUN 2020)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)
52.203-13	Contractor Code of Business Ethics and Conduct. (NOV 2021)
52.203-14	Display of Hotline Poster(s). (NOV 2021)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights. (JUN 2020)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
52.204-2	Security Requirements. (MAR 2021)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020)
52.204-13	System for Award Management Maintenance. (OCT 2018)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (OCT 2016)
52.204-18	Commercial and Government Entity Code Maintenance. (AUG 2020)
52.204-19	Incorporation by Reference of Representations and Certifications. (DEC 2014)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities. (NOV 2021)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)
52.204-27	Prohibition on a ByteDance Covered Application. (JUN 2023)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (OCT 2018)

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FAR Clause	Clause Title & Date
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)
52.210-1	Market Research. (NOV 2021)
52.215-2	Audit and Records - Negotiation. (JUN 2020)
52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
52.215-9	Changes or Additions to Make-or-Buy Program. (OCT 1997)
52.215-14	Integrity of Unit Prices. (NOV 2021)
52.215-15	Pension Adjustments and Asset Reversions. (OCT 2010)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)
52.215-19	Notification of Ownership Changes. (OCT 1997)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (NOV 2021) - Alternate IV (OCT 2010)
52.215-23	Limitations on Pass-Through Charges. (JUN 2020)
52.219-6	Notice of Total Small Business Set-Aside. (NOV 2020)
52.219-8	Utilization of Small Business Concerns. (OCT 2018)
52.219-14	Limitations on Subcontracting. (SEP 2021)
52.219-28	Post-Award Small Business Program Rerepresentation. (SEP 2021)
52.222-3	Convict Labor. (JUN 2003)
52.222-21	Prohibition of segregated facilities. (APR 2015)
52.222-26	Equal Opportunity. (SEP 2016)
52.222-37	Employment Reports on Veterans. (JUN 2020)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)
52.222-50	Combating Trafficking in Persons. (NOV 2021)
52.222-54	Employment Eligibility Verification. (NOV 2021)
52.223-6	Drug-Free Workplace. (MAY 2001)
52.223-10	Waste Reduction Program. (MAY 2011)
52.223-15	Energy Efficiency in Energy-Consuming Products. (MAY 2020)
52.223-16	Acquisition of EPEAT(R)-Registered Personal Computer Products. (OCT 2015)
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts. (AUG 2018)
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving. (JUN 2020)
52.224-1	Privacy Act Notification. (APR 1984)
52.224-2	Privacy Act. (APR 1984)
52.225-1	Buy American - Supplies. (NOV 2021)
52.225-13	Restrictions on Certain Foreign Purchases. (FEB 2021)
52.225-14	Inconsistency between English Version and Translation of Contract. (FEB 2000)
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States. (MAY 2020)
52.227-1	Authorization and Consent. (JUN 2020)
52.227-3	Patent Indemnity. (APR 1984)
52.227-11	Patent Rights-Ownership by the Contractor. (MAY 2014)
52.227-14	Rights in Data-General. (MAY 2014)
52.227-17	Rights in Data--Special Works. (DEC 2007)
52.227-23	Rights to Proposal Data (Technical). (JUN 1987)
52.228-5	Insurance - Work on a Government Installation. (JAN 1997)
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts. (NOV 2021)
52.232-17	Interest. (MAY 2014)
52.232-18	Availability of Funds. (APR 1984)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (NOV 2021)
52.233-1	Disputes. (MAY 2014)
52.233-3	Protest After Award. (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
52.237-3	Continuity of Services. (JAN 1991)

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FAR Clause	Clause Title & Date
52.239-1	Privacy or Security Safeguards. (AUG 1996)
52.242-13	Bankruptcy. (JUL 1995)
52.243-3	Changes - Time-and-Materials or Labor-Hours. (SEP 2000)
52.244-2	Subcontracts. (JUN 2020)
52.244-6	Subcontracts for Commercial Products and Commercial Services. (JAN 2022)
52.245-1	Government Property. (SEP 2021)
52.245-9	Use and Charges. (APR 2012)
52.247-63	Preference for U.S.-Flag Air Carriers. (JUN 2003)
52.249-4	Termination for Convenience of the Government (Services) (Short Form). (APR 1984)
52.249-8	Default (Fixed-Price Supply and Service). (APR 1984)
52.249-14	Excusable Delays. (APR 1984)
52.253-1	Computer Generated Forms. (JAN 1991)

Note: Clause numbers below are not applicable to the Master Contract solicitation but may be utilized by the OCO as described in FAR 16.505(b)(2)(i)(F) and Section G.11.2, Fair Opportunity.

FAR Clause	Clause Title & Date
52.219-3	Notice of HUBZone Set-Aside or Sole Source Award. (SEP 2021)
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside. (SEP 2021)
52.219-30	Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program. (SEP 2021)

(End of clause)

I.2.1 General Services Acquisition Regulation (GSAR), Incorporated By Reference

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

<https://www.acquisition.gov/>

Clause	Clause Title & Date
552.203-71	Restriction on Advertising. (SEP 1999)
552.204-9	Personal Identity Verification Requirements. (JUL 2021)
552.215-70	Examination of Records by GSA. (JUN 2016)
552.228-5	Government as Additional Insured. (JAN 2016)
552.229-71	Federal Excise Tax-DC Government. (SEP 1999)
552.232-23	Assignment of Claims. (SEP 1999)
552.232-39	Unenforceability of Unauthorized Obligations. (FEB 2018) (DEVIATION FAR 52.232-39)
552.232-78	Commercial Supplier Agreements-Unenforceable Clauses. (FEB 2018)
552.252-6	Authorized Deviations in Clauses. (NOV 2021) (Deviation FAR 52.252-6)

I.3 FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems. (NOV 2021)

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

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

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

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

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

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

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

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

I.4 FAR 52.216-18 Ordering. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the Master Contract Ordering Period as outlined in F.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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

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

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

(3) If sent electronically, the Government either-

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

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

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

(End of clause)

I.5 FAR 52.216-19 Order Limitations. (OCT 1995)

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

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

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

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

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

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

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

(End of clause)

I.6 FAR 52.216-22 Indefinite Quantity. (MAR 2022) (DEVIATION)

(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. 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

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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 5 years following the expiration of the Master Contract ordering period.

(End of clause)

I.7 FAR 52.217-8 Option To Extend Services. (NOV 1999)

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

(End of clause)

I.8 FAR 52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed a 10.5 year contract ordering period.

(End of clause)

I.9 FAR 52.219-13 Notice of Set-Aside of Orders. (MAR 2020)

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

I.10 FAR 52.222-35 Equal Opportunity for Veterans. (JUN 2020)

(a) Definitions. As used in this clause-

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"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.11 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.12 GSAR 552.216-75 Transactional Data Reporting. (JUN 2016) [DEVIATION (JUN 2022)]

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

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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.
 - xii. Invoice-Reporting Period.
 - xiii. Invoice-Number.
 - xiv. Invoice-Paid Date.
 - xv. Invoice-Amount.
 - xvi. Invoice-Contract Line Item Number.
 - xvii. Invoice-Line Item Identifier.
 - xviii. Invoice-Line Item Type.
 - xix. Contract Access Fee-Line Item Amount.
 - xx. Contract Access Fee-Voucher Number.
 - xxi. Contract Access Fee-Amount Allocated.
 - xxii. Contract Access Fee-Remit Payment Date.
 - xxiii. Subcontracting-Vendor Name(s).
 - xxiv. Subcontracting-Vendor Unique Entity Identifier(s).
 - xxv. Subcontracting-Total Amount Subcontracted for Services.
 - xxvi. Subcontracting-Similarly Situated Entity Identification (if any).
 - xxvii. Services-Employee Security Clearance Level (if applicable).
 - xxviii. Services-Employee Labor Category.
 - xxix. Services-Employee Applicable Labor Law (SCA, DBA, Exempt, or N/A).
 - xxx. Services-Employee Location (Zip Code).
 - xxxii. Services-Employee Indirect Hourly Costs (if applicable).
 - xxxii. Services-Type of Work Performed.
 - xxxiii. Services-Place of Performance (Government Site, Contractor Site, Remote, or N/A).

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.

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.

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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,

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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 clause)

I.13 - RESERVED

I.14 FAR 52.204-30 Federal Acquisition Supply Chain Security Act Orders-Prohibition. (DEC 2023) - Alternate I (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;

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

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

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

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

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be

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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) 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 No DHS FASCSA Order

Yes No DoD FASCSA Order

Yes No DNI FASCSA Order

(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 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;

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(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;

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

(End of clause)

(End of Section I)

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SECTION J - LIST OF ATTACHMENTS

I. MASTER CONTRACT ATTACHMENTS

- J-1 Performance Requirements Summary (PRS)
- J-2 Labor Category Descriptions
- J-3 Transactional Data Reporting (TDR) and Contract Access Fee (CAF)
- J-4 Cybersecurity & Supply Chain Risk Management (SCRM) References

(End of Section J)