AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE)
MODIFICATION PS-A836	SEE BLOCK 16C.		

6. Issued By	Code	7. ADMINISTERED BY (If other than Item 6)	Code
General Services Administration GENERAL PRODUCTS CENTER SPECIAL PROGRAMS DIV. WASHINGTON DC 20406		Contracting Officer	

8. Name and Address of Contractor (No., street, county, State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.
DATA MANAGEMENT SERVICES, INC. 804 PERSHING DR STE 204 SILVER SPRING, MD 209104439		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 47QREB19D0012
		10B. DATED (SEE ITEM 13) Jul 26, 2019
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

	The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers		X	is not extended.

Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning_____copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : **FAR 43.103(a)**
	D. OTHER (Specify type of modification and authority)

E. **IMPORTANT**: Contractor [ ] is not, [X] is required to sign this document and return _0 _ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors
See Attached

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Richard Earl McInnis Program Manager DATA MANAGEMENT SERVICES, INC.		Nasim Lashaninejad Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Signed Electronically	Oct 29, 2021	**Signed Electronically**	Oct 29, 2021
(**Signature of person authorized to sign**)		By (**Signature of Contracting Officer**)	

Block 14 – Continued

This contract is hereby modified to incorporate Federal Acquisition Regulation (FAR) clause **52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.**

CLAUSES

CLAUSE 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

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

***United States or its outlying areas* means—**

(1) The fifty States;

(2) The District of Columbia;

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

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

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

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

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at https://www.saferfederalworkforce.gov/downloads/Draft%20contractor%20guidance%20doc_20210922.pdf.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the

date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

Human Capital and Training Solutions Small Business (HCaTS SB)

Small Business - POOL 1

GSA Region 02 - HCaTS PMO
sbhcats@gsa.gov

Base Ordering Period: Date of Award - 9 Nov 2021
Five-year Option Period: 10 Nov 2021 - 9 Nov 2026
Six-Months Extension Period: 10 Nov 2026 - 9 May 2027

Pool 1 NAICS Code: 611430, 611699, 624310

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PART I: THE SCHEDULE
SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BACKGROUND

B.1.1 OFFICE OF PERSONNEL MANAGEMENT (OPM)

OPM provides human resources, leadership, and support to Federal agencies and the Federal workforce as they serve the American people. OPM has four primary areas of focus: policy and oversight, healthcare and insurance, retirement services, and services for agencies.

The Government Performance and Results (GPRA) Modernization Act of 2010 (GPRAMA), in part, mandates that the Office of Management and Budget (OMB) collaborate with agencies to develop a Federal Government Performance Plan for each agency. As part of this mandate, agencies are required to integrate human capital strategies into their agency strategic plans in order to assure full alignment of talent with agency mission and strategy. GPRAMA requires that an agency's performance plan include a description of how performance goals are to be achieved, including operation processes, training, skills and technology, and the human, capital, information, and other resources and strategies required to meet those performance goals.

OPM's Human Resources Solutions (HRS) enterprise is a reimbursable entity for which OPM receives no funding from Congress. HRS provides human resources products and services that assist the Federal government in implementing their performance goals. These products and services thus function to develop leaders, attract and build a high quality public sector workforce, and transform agencies into high performing organizations.

B.1.2 GENERAL SERVICES ADMINISTRATION (GSA)

GSA was established in 1949 by President Harry Truman as the Federal agency tasked with administering supplies and providing workplaces for Federal employees. Today, GSA makes Federal agencies more effective at what they do by providing expertise, management and smart acquisition solutions.

GSA's acquisition solutions supply federal purchasers with cost-effective high-quality products and services from commercial vendors. Federal Acquisition Service (FAS) operates as America's buyer, leveraging the buying power and acquisition expertise of the Federal government to deliver new and existing services and high-quality products to taxpayers and Federal customers. Since its establishment, FAS has demonstrated unrivaled capability to deliver these across Federal government at the best value possible.

In 2014, GSA embarked on a three-year vision to make FAS into the Government Acquisition Marketplace, transforming the organization into a transparent, solution-neutral home for acquisition and subject matter expertise. According to the former FAS Commissioner, Thomas Sharpe, Jr, the goal is "to provide agencies across government with the tools and knowledge they need to make the right buying decisions, reduce the proliferation of duplicative contract vehicles, and deliver the best value possible to our customers and the American people."

To meet this goal, GSA reorganized FAS around the concept of category management, an acquisition strategy used by the most successful Fortune 500 companies. Category management looks at product and service categories and customizes purchase channels to better meet customer needs, leading to smarter purchasing decisions, better purchasing options, and saved dollars. Through their partnership, GSA and OPM can align the Human Capital and Training Solutions Small Business (HCaTS SB) with these strategic goals.

B.1.3 MEMORANDUM OF UNDERSTANDING (MOU)

On April 28th, 2014, GSA and OPM signed a Memorandum of Understanding (MOU) forming a partnership to address the need of providing the Federal government with human resource training and development and human capital management services more efficiently and effectively using Industry best practices.

Under this agreement, GSA's acquisition capabilities, tools and strategic sourcing experience are merged with OPM's expertise in human resources, human capital, and training and development to form a more powerful Government solution. This partnership acknowledges the changing Federal landscape. It recognizes GSA's and OPM's strategic goals, the current budgetary realities across Federal government and the need to better support the mission of the Federal agencies that GSA and OPM serve.

The scope of services under HCaTS SB is defined in Section C.

B.1.4 AUTHORITY

The Administrator of GSA is specifically authorized to purchase supplies and nonpersonal services on behalf of other agencies under 40 U.S.C. 501. The Director of OPM is specifically authorized to perform training and personnel management services on behalf of other agencies under 5 U.S.C. 1304.

The authority for the award and administration of the HCaTS contracts and the delegation of authority for the award and administration of task orders under the HCaTS contracts are defined in Section G. Hereafter, the HCaTS SB Contracting Officer will be referred to as the HCaTS SB CO and the Ordering Contracting Officer at the task order level will be referred to as the OCO.

B.1.5 ECONOMY ACT

In accordance with FAR Paragraph 17.502-2(b), the Economy Act does not apply to task orders awarded under the HCaTS SB contracts under the authorities of 5 U.S.C. 1304 and 40 U.S.C. 501.

B.1.6 CONTRACT TYPE

HCaTS SB allows for all contract types at the task order level (e.g., Fixed-Price, Cost-Reimbursement, Time-and-Materials, and Labor-Hour). Task orders may also combine more than one contract type and include incentives, performance based measures, multi-year or option periods, and commercial or non-commercial items.

B.1.7 MINIMUM GUARANTEE AND MAXIMUM CEILING

The minimum dollar guarantee is $2,500.00 for each Contractor that does not obtain a task order award under their HCaTS SB contract. The minimum dollar guarantee applies to the contract as a whole and not each ordering period, if exercised.

The minimum dollar amount for an individual task order must exceed the micro-purchase threshold as defined in FAR Section 2.101, as amended. The maximum dollar amount for HCaTS SB, including all options, if exercised, is $3.45 billion for Pool 1.

B.1.8 CONTRACT ACCESS FEE (CAF)

GSA and OPM operating costs associated with the management and administration of HCaTS SB are recovered through a Contract Access Fee (CAF). The CAF is a percentage of the total task order amount invoiced and the CAF percentage is set at the discretion of the HCaTS PMO. The HCaTS PMO maintains the unilateral right to change the percentage at any time. See Section G.3.1 for more details regarding the CAF.

B.2 TASK ORDER PRICING

HCaTS SB provides all Federal agencies the flexibility to determine fair and reasonable pricing tailored to the ordering agency's requirement dependent upon level of competition, risk(s), uncertainty(ies), complexity, urgency and contract type(s). The OCO has the authority and responsibility to determine price, and if applicable, cost reasonableness for his agency's task order requirements. Adequate price competition at the task order level, in response to an individual requirement, establishes the most accurate, fair, and reasonable pricing for that requirement.

The OCO shall identify the applicable contract type for all Contract Line Items (CLINs) in each task order.

The Contractor shall propose and the OCO award all labor rates when performance is conducted at the Contractor's facility(ies) at the Contractor Site Rate(s), if applicable. The Contractor shall propose and the OCO award all labor rates at the Government Site Rate(s) when performance is conducted at the Government's facility(ies) or a site not owned or leased by the Contractor, if applicable.

B.2.1 LABOR CATEGORIES AND STANDARD OCCUPATIONAL CLASSIFICATIONS

HCaTS SB provides standardized labor categories that correspond to the Office of Management and Budget's (OMB) Standard Occupational Classification (SOC) system for which the Bureau of Labor Statistics (BLS) maintains compensation data.

In accordance with Attachment J.1 (Standardized Labor Categories), all of the HCaTS SB labor categories are either an individual labor category that is mapped to a single SOC and functional description or a labor category group that is mapped to multiple SOC Numbers and functional

descriptions. The HCaTS labor category groups were established based upon BLS published data regarding similar direct labor compensation within a grouping of multiple SOC numbers and functional descriptions.

Except for ancillary labor as defined under Section B.3, when responding to task order solicitations, regardless of contract type, the Contractor shall identify both Prime and Subcontractor labor using the HCaTS labor categories. The Contractor may deviate from the Junior, Journeyman, Senior, and Subject Matter Expert (SME) definitions in Attachment J.1 (Standardized Labor Categories), as long as the Contractor clearly identifies the deviation in its proposals. Additionally, the following qualification substitution chart applies:

Degree	Experience Substitution	Experience and Degree Substitution
Bachelor's Degree	Six years of relevant work experience may be substituted for a Bachelor's Degree	Associate's Degree plus four years of relevant work experience may be substituted for a Bachelor's Degree
Master's Degree	12 years of relevant work experience may be substituted for a Master's Degree	Bachelor's Degree plus eight years of relevant work experience may be substituted for a Master's Degree
Doctorate Degree	20 years of relevant work experience may be substituted for a Doctorate Degree	Bachelor's Degree plus 16 years or a Master's Degree plus 12 years of relevant work experience may be substituted for a Doctorate Degree

B.2.2 FIXED-PRICE TASK ORDERS

Fixed-Price contracts are defined under FAR Subpart 16.2 and other applicable agency-specific regulatory supplements.

B.2.3 COST REIMBURSEMENT TASK ORDERS

Cost reimbursement contracts are defined under FAR Subpart 16.3 and other applicable agency-specific regulatory supplements. FAR Parts 30 and 31 may apply to cost-reimbursement task orders.

To be considered for cost reimbursement task order awards, the Contractor shall have and maintain an adequate accounting system that will permit timely development of all necessary cost data in the form required by the proposed contract type.

B.2.4 INCENTIVE TASK ORDERS

Incentives are defined under FAR Subpart 16.4 and other applicable agency-specific regulatory supplements.

B.2.5 TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H) TASK ORDERS

T&M and L-H contracts are defined under FAR Sections 16.601 and 16.602, respectively, and other applicable agency-specific regulatory supplements.

The Contractor may provide separate and/or blended loaded hourly labor rates for Prime Contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate in accordance with the provisions set forth in FAR 52.216-29, 52.216-30 and/or 52.216-31. The OCO shall identify which provision(s) is applicable in the task order solicitation and the Contractor shall comply with the provision(s).

T&M and L-H task orders require the HCaTS SB standardized labor categories and their associated rates to be identified in the task order award document.

Ancillary labor categories shall be paid in accordance with FAR 52.212-4 (Alternate I) (for commercial task order CLIN) and/or FAR 52.232-7 (for non-commercial task order CLIN).

B.2.5.1 CEILING RATES FOR TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H)

When preparing solicitations for T&M and/or L-H task order CLINs, the OCO must select from the following provisions in the task order solicitation.

1. *FAR 52.216-29 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition With Adequate Price Competition (Feb 2007)*

2. *FAR 52.216-30 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition Without Adequate Price Competition (Feb 2007)*

3. *FAR 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition (Feb 2007)*

For organizations within the Department of Defense (DoD), when selecting FAR 52.216-29 the OCO shall also select DFAR 252.216-7002, Alternate A.

When FAR 52.216-30 is selected or FAR 52.216-31 is selected and there is an exception to fair opportunity, HCaTS SB establishes maximum allowable labor rates in the form of fully burdened ceiling rates for all professional, non-ancillary, CONUS, T&M/L-H labor for both Government and Contractor Sites. Based on the specific task order requirements, the OCO is authorized to exceed the HCaTS SB fully burdened ceiling rates for those labor categories that include Secret/Top Secret/SCI labor and/or OCONUS locations, if necessary.

The fully burdened ceiling rates do not apply when FAR 52.216-29 is selected, or FAR 52.216-29 with DFAR 252.216-7002, Alternate A is selected, or FAR 52.216-31 is selected and there is not an exception to fair opportunity.

The fully burdened ceiling rates awarded at initial contract award shall serve as the basis for all future year pricing for those fully burdened ceiling rates. In order to determine future year fully burdened

ceiling rate pricing, the originally awarded rates will have an escalation factor applied. This escalation factor will be the average annual BLS ECI for the previous three years. In Year 5 of HCaTS SB, if the average annual ECI for the previous three years is higher than at time of HCaTS SB award, the fully burdened ceiling rates for Years 6 through 16 will be adjusted by the difference of percentage increase. For example, if the BLS ECI index was 2.23% at time of proposal submission and the BLS ECI index is 3.16% in Year 5 of HCaTS, the fully burdened ceiling rates for Years 6 through 16 will be adjusted by 0.93% per year on a cumulative basis. If the BLS ECI index in Year 5 of HCaTS SB is equal to or below the BLS ECI index at time of award, the fully burdened ceiling rates will remain unchanged. In Year 10 of HCaTS SB, if the previous three year average annual BLS ECI index for the previous three years is higher than Year 5 of HCaTS SB, the fully burdened ceiling rates for Years 11 through 16 will be adjusted by the difference of percentage increase in accordance with the example above. If the average index in Year 10 is equal to or below the average index in Year 5, the fully burdened ceiling rates will remain unchanged.

The HCaTS SB fully burdened ceiling rates that are in effect at the time a task order is awarded shall remain with the task order award during the entire term of the task order, including task orders with option periods. See Section F.4 for HCaTS SB contracts and task orders awarded under HCaTS SB contracts.

B.3 ANCILLARY SUPPORT SERVICES AND OTHER DIRECT COSTS

Other ancillary support services, integral and necessary as part of a total integrated solution within the scope of HCaTS SB for which there is not a labor category specified in HCaTS SB, necessary to obtain a total, customized, and integrated solution, are allowable costs and may be included within an individual task order under an HCaTS SB contract. Ancillary support services may include, but are not limited to, other professional and/or non-professional services; commercial and/or non-commercial items; IT services and/or components, administrative support; data entry; and, subject matter expertise. Other direct costs (ODCs) may include expenses such as travel, materials, equipment and/or Subcontractors. The Contractor shall propose and identify each ancillary support service or ODCs separately and the OCO shall identify each ancillary support service or ODCs by a separate CLIN on the task order award.

The Contractor shall report in the Contract Payment Reporting Module (CPRM) all ancillary labor in accordance with Section G.3.2.

B.3.1 SPECIALIZED PROFESSIONAL SERVICES LABOR

Specialized professional services labor is defined as bona fide executive, administrative, or professional skills for which the expertise required or duties performed are within the scope of HCaTS SB, but are so specialized that they are not explicitly defined in any labor category description in Attachment J.1 (Standardized Labor Categories). The Contractor may propose specialized professional services labor when proposing ancillary support; however, the OCO will determine whether circumstances merit the use of specialized professional skills. Whenever possible, this specialized professional labor should be mapped to the BLS SOC.

If the use of specialized professional services labor becomes frequent, additional labor categories and their associated fully burdened ceiling rates may be added by bilateral modification to an HCaTS SB contract.

B.3.2 LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA)

HCaTS SB labor categories, identified in Attachment J.1 (Standardized Labor Categories), are considered bona fide executive, administrative, and professional labor that are exempt from the Service Contract Act (SCA).

To the extent that any ancillary labor for services are within the scope of HCaTS SB and subject to the SCA in accordance with FAR Subpart 22.10 and other applicable agency-specific regulatory supplements, the OCO shall identify such work in the task order solicitation and make a determination as to whether SCA wage determinations are to be applied or not. The OCO shall incorporate the appropriate provisions and clauses in each task order solicitation and subsequent award when the SCA applies.

B.3.3 LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)

Outside the Continental United States (OCONUS) is defined as other than the 48 contiguous states plus the District of Columbia. It is anticipated that there may be task orders for work OCONUS. The U.S. Department of State's Bureau of Administration, Office of Allowances, publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances.

The Department of State Standardized Regulations (DSSR) is the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. For task orders issued under HCaTS SB contracts, Contractor personnel assigned to foreign areas shall not receive allowances and benefits in excess of those identified in the DSSR.

For OCONUS task orders where costs are not specifically addressed in the DSSR, the Government will reimburse the Contractor for all reasonable, allowable, and allocable costs in accordance with FAR Part 31 and other applicable agency-specific regulatory supplements.

B.3.4 TRAVEL

Travel costs may be firm-fixed price or reimbursed at actual cost in accordance with the limitations set forth in FAR Subsection 31.205-46 and other applicable agency-specific regulatory supplements. Unless otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to travel consistent with the Contractor's standard accounting practices.

B.3.5 MATERIALS AND EQUIPMENT

Material and equipment, as defined in FAR Part 45.101, shall be priced in accordance with the terms of the task order solicitation, contract type, and applicable FAR and agency-specific regulatory supplements.

Unless otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to material and equipment consistent with the Contractor's standard accounting practices.

B.3.6 SUBCONTRACTING

For non-commercial items, subcontracting shall follow the procedures set forth in FAR Part 44 and other applicable agency-specific regulatory supplements. For commercial items, subcontracting shall follow the procedures set forth in FAR Part 12 and FAR Subpart 44.4, and other applicable agency-specific regulatory supplements.

(END OF SECTION B)
PART I: THE SCHEDULE
SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE

The Office of Personnel Management (OPM) and the General Services Administration (GSA) formed a new partnership to jointly award and administer a new strategically sourced contract vehicle providing customized training and development services, customized human capital strategy services, and customized organizational performance improvement services to all Federal agencies. The goals of this partnership are grounded in law, in OPM's mission, and in Government-wide principles of human capital management. OPM will continue to offer high quality products while taking advantage of GSA's ability to provide government-wide cost savings and efficiencies through its federal strategic sourcing expertise.

Through this partnership, GSA will be principally responsible for contract administration, while OPM will be responsible for policy oversight and customer assistance. Together, through delegated procurement authority, both Federal agencies provide optional assisted acquisition services for HCaTS SB customers.

Human Capital and Training Solutions Small Business (HCaTS SB), through delegated procurement authority and OPM assisted acquisition services, will provide Federal agencies with both direct access and assisted acquisition access to customized training and development services, customized human capital strategy services, and customized organizational performance improvement services

HCaTS SB will also address:

1. the goals of strategic sourcing, which include reducing contract duplication and administrative costs, improving the quality of solutions while managing demand, increasing transparency, and ensuring the Government obtains the best value at the best overall price, and

2. the requirements of 5 CFR 250, which provides authority for personnel actions in Subpart A and authority for strategic human capital management in Subpart B.

In accordance with the requirements prescribed in 5 CFR 250, HCaTS SB is also designed to assist Federal agencies in carrying out their roles in managing human capital according to the following principles:

1. A Federal agency's human capital management strategies, plans, and practices should:

    a. Integrate strategic plans, annual performance plans and goals, and other relevant budget, finance, and acquisition plans, and
    b. Contain measurable and observable performance targets, and

    c. Communicate in an open and transparent manner to facilitate cross-agency collaboration to achieve mission objectives.

2. A Federal agency's talent management system should enable a Federal agency to:

    a. Plan for and manage current and future workforce needs, and

    b. Design, develop, and implement proven strategies and techniques and practices to attract, hire, develop, and retain talent, and

    c. Make meaningful progress toward closing knowledge, skill, and competency gaps in all occupations within the Federal agency.

3. A Federal agency's approach to performance management should include:

    a. Strategies and processes to foster a culture of engagement and collaboration, and

    b. A diverse, results-oriented, high-performing workforce, and

    c. A performance management system that differentiates levels of performance of staff, provides regular feedback, and links individual performance to organizational goals.

4. A Federal agency's use of evaluation should contribute to agency performance by monitoring and evaluating outcomes of its human capital management strategies, policies, programs, and activities, checking both for merit system compliance and for success in identifying, implementing, and monitoring process improvements.

These four principles are consistent with the information prescribed within 5 CFR 250 and in OPM's current Human Capital Assessment and Accountability Framework (HCAAF), as referenced in 5 CFR 250. The HCAAF is a living approach to human capital management that is expected to evolve over time as a guide for defining scope at the task order level.

HCaTS SB seeks to acquire multiple qualified Contractors to provide customized training and development services, customized human capital strategy services, and customized organizational

performance improvement services to meet the Federal government's workforce needs while conforming to the above stated principles, Federal agency-specific and OPM policies, procedures, rules, regulations, and other governing doctrines. At the same time, Federal agencies will continue looking for ways to achieve their goals in as cost-efficient a manner as possible. HCaTS SB has been designed to meet such challenges.

C.1.1 KEY SERVICE AREAS (KSA)

OPM's experience is that customers have requirements that require solutions drawing from many different disciplines of study and areas of expertise. As a result, HCaTS SB consists of three KSAs: 1) Customized Training and Development Services, 2) Customized Human Capital Strategy Services, and 3) Customized Organizational Performance Improvement. Through the development and deployment of customized solutions defined in the KSAs below, HCaTS SB will be able to assist Federal agencies in accomplishing the following six objectives:

1. Improving the management of human capital in accordance with the HCAAF and OPM governing doctrines and accomplishing their assigned critical missions, and

2. Increasing the effectiveness and efficiency of critical business processes, and

3. Providing optimal professional development opportunities to the Federal workforce, and

4. Undertaking effective change management initiatives, and

5. Developing effective metrics to assess progress in carrying out human capital strategies, and

6. Maximizing the return on investment in training and development, human capital, and organizational performance improvements.

These three KSAs will enable HCaTS SB to provide Federal agencies with a full range of customized solutions for training and development, human capital strategy, and organizational performance improvement requirements across the Federal government.

C.2 AUTHORITIES

The following list of authorities may be applicable at the task order level:

- *Chief Human Capital Officers Act of 2002*
- *Executive Order 13111, Using Technology to Improve Training Opportunities for Federal Government Employees*
- *Section 508 of the Rehabilitation Act*
- *Department of Defense Shareable Courseware Object Reference Model (SCORM)*
- *5 CFR 250*
- *Government Performance and Results (GPRA) Modernization Act of 2010 (GPRAMA)*

- *Office of Management and Budget (OMB) Memorandum M-10-27*
- *Office of Management and Budget (OMB) Circular A-11, Section 220*

C.3 SUMMARY OF REQUIREMENTS

The objective of HCaTS SB is to provide Federal agencies with a total integrated and customized solution for training and development services, human capital strategy services, and organizational performance improvement services at all levels (e.g., enterprise, unit, individual). Ultimately, solutions at the task order level should align with the principles of sound human capital management. Federal agencies have the flexibility to award task orders that encompass any and all KSAs for any portion of their workforce at any organizational level. The KSAs identify general lifecycles and specific disciplines, however, these are not meant to be all inclusive and OCOs have the authority to define requirements and award task orders that meet their specific needs so long as the preponderance of the scope falls under the definition of one or more KSA(s).

C.3.1 KEY SERVICE AREAS (KSA)

C.3.1.1 KSA 1 (CUSTOMIZED TRAINING AND DEVELOPMENT SERVICES)

This KSA covers many types of customized training and development requirements and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While training and development requirements that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS SB CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request guidance on scope from the HCaTS PMO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS SB.

NOTE: Whether rendered during pre-award or during an HCaTS PMO audit after award of a task order, the HCaTS SBCO's within scope determination is final. All requirements that are determined to be outside the scope of the HCaTS SB Contract shall not be included in a resultant task order. If the scope determination states that this KSA is not present, then the OCO shall not include it in the resulting task order or the Contractor in its reporting in CPRM. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS SB CO's determination.

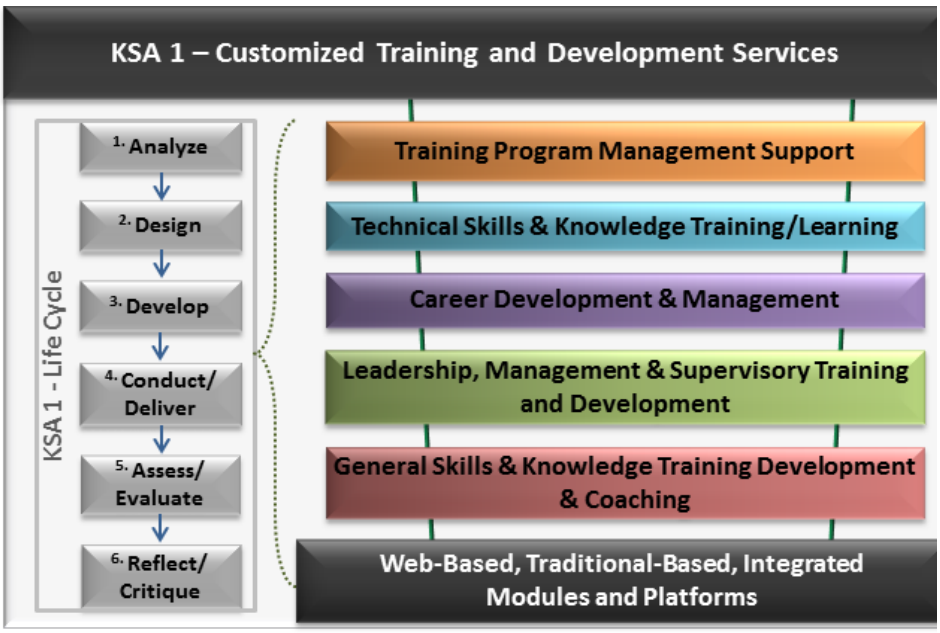
The scope of KSA 1 falls into two domains:

1. Customized Training Services: Includes, but is not limited to, training that is developed and/or delivered to any Federal employee to enhance knowledge, skills and abilities related to a specific title, series and/or function on any subject matter, or general knowledge, skills and abilities. Customized training services may also include, as part of training management support, such support services as course or instructional program administration. Customized training services may also include training that is developed and/or delivered to a Federal agency's constituency(ies) as a means of enabling the agency to carry out its mission, and

2. Customized Employee Development Services: Includes, but is not limited to, services provided to any Federal employee to develop and/or enhance their general, mission-specific, management and/or leadership knowledge, skills and abilities. A service that is provided to any Federal employee to coach them throughout their transition(s) in the Federal government.

Training and development services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by FAR Section 37.112 and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

The below model illustrates the overall scope of KSA 1:



C.3.1.2 KSA 2 (CUSTOMIZED HUMAN CAPITAL STRATEGY SERVICES)

This KSA covers many types of customized human capital strategy services and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While human capital strategy services that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS SB CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request guidance on scope from the HCaTS PMO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS SB.

NOTE: Whether rendered during pre-award, or during an HCaTS PMO audit after award of a task order, the HCaTS SB CO's within scope determination is final. All requirements that are determined to be

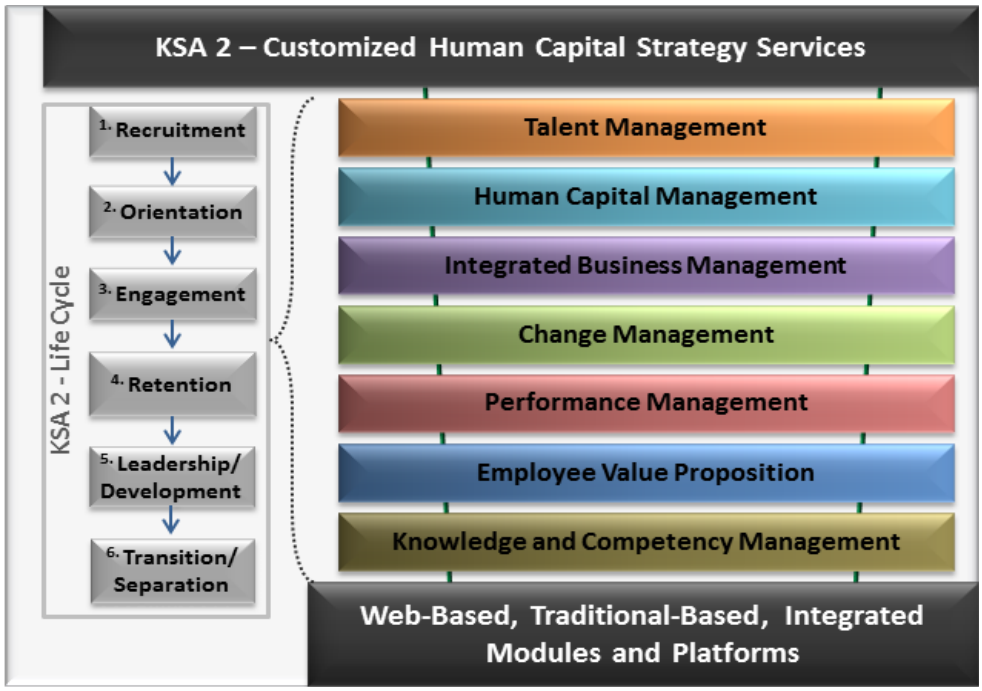
outside the scope of the HCaTS SB Contract shall not be included in a resultant task order. If the scope determination states that this KSA is not present, then the OCO shall not include it in the resulting task order or the Contractor in its reporting in CPRM. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS SB CO's determination.

The scope of KSA 2 is inclusive of, but not limited to, a broad range of human capital and human resources services. These services may include, as a part of talent management and human capital management, the following:

- HR strategy
- Organizational and position management
- Staff acquisition
- Performance management
- Compensation management
- HR Development
- Employee relations
- Labor relations
- Separation management.

Human capital strategy services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by FAR Section 37.112 and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

The below model illustrates the overall scope of KSA 2:



C.3.1.3 KSA 3 (CUSTOMIZED ORGANIZATION PERFORMANCE IMPROVEMENT)

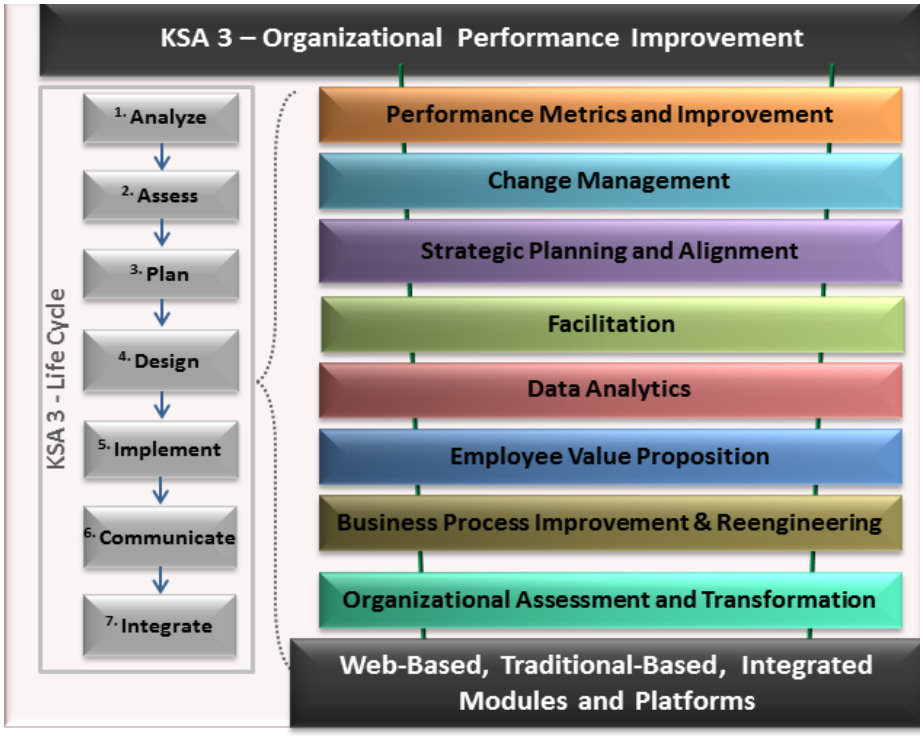
This KSA covers many types of customized organizational performance improvement services and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While organizational performance improvement services that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS SB CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request guidance on scope from the HCaTS PMO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS SB.

NOTE: Whether rendered during pre-award, or during an HCaTS PMO audit after award of a task order, the HCaTS SB CO's within scope determination is final. All requirements that are determined to be outside the scope of the HCaTS SB Contract shall not be included in a resultant task order. If the scope determination states that this KSA is not present, then the OCO shall not include it in the resulting task order or the Contractor in its reporting in CPRM. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS SB CO's determination.

The scope of KSA 3 is inclusive of, but not limited to, improved performance requiring changes in how people are organized around business processes, changes to the processes themselves and the tools created to support those processes, as well as changes in management practices.

Customized Organizational Performance Improvement services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by FAR Section 37.112 and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

The below model illustrates the overall scope of KSA 3:



C.3.2 ANCILLARY SUPPORT SERVICES AND OTHER DIRECT COSTS

Ancillary support services and other direct costs are for task orders that complete work or a project that is solely associated with the services procured under HCaTS SB. These services are integral and necessary to complete a total, customized, integrated solution under a training and development, human capital, and/or organizational performance improvement requirement within the scope of HCaTS SB.

Ancillary support services may include, but are not limited to, other professional and/or non-professional services; commercial and/or non-commercial items; IT services and/or components, administrative support; data entry; and, subject matter expertise. Other direct costs may include expenses such as travel, materials, equipment and/or Subcontractors. See also Section B.3.

The OCO may allow and the Contractor may propose a labor category or labor categories at the task order level not identified in Attachment J.1 (Standardized Labor Categories), provided that the Contractor complies with all applicable contract clauses and labor laws, including the Service Contract Act, if applicable. See Section B.3 and B.3.1.

C.3.3 INFORMATION TECHNOLOGY (IT) AND NON-INFORMATION TECHNOLOGY PRODUCTS AND SERVICES

Information Technology (IT), by legal definition, means any equipment, or interconnected system(s) or subsystem(s) of equipment that is used for the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by a Federal agency. For purposes of this definition, equipment is used

by a Federal agency if the equipment is used by the Federal agency directly or is used by a Contractor under a task order with the Federal agency that require its use; or to a significant extent, its use in the performance of a service or the furnishing of a product.

IT is considered an ancillary support service or product on task orders and may be performed and/or provided only when the service or product is integral and necessary to complete a total integrated solution under a professional service based requirement within the scope of HCaTS SB.

When providing ancillary IT services and/or products, the Contractor shall promote IT initiatives and best practices that support Federal Government operational requirements for standardized technology and application service components. This shall facilitate integration requirements for broad Federal IT and E-Gov initiatives, as well as promote the sharing, consolidation, and re-use of business processes and systems across the Federal Government. The Contractor shall promote the use of open source solutions and open technology development where practicable to enable this re-use.

Non-IT includes any service or equipment that is acquired by a Contractor incidental to a task order or contains imbedded IT that is used as an integral part of the service or 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.

Non-IT also includes any equipment or services related to any human capital/human resource systems. This means any information systems operated by the Federal Government, the function, operation or use of which involves direct relation to the area of human capital or human resources. For example, a requirement to recommend strategic uses or enhancements to an existing IT system which tracks Government personnel engagement would be considered Non-IT. In this example, a Federal agency awards a task order for a Contractor to provide it with a recommendation on what to do with an existing IT system used by Government personnel to track Government personnel engagement. The task order implementing this requirement may permit the Contractor to analyze and/or test the existing IT system and any systems it interfaces with. While this work may entail primary usage of IT labor categories, it is considered Non-IT for the purposes of HCaTS SB as the end result is a recommendation and not the actual modifying of an existing or building a new IT system.

C.3.4 TEMPORARY SUPPORT SERVICES

Federal agencies may award task orders which include the brief or intermittent use of temporary labor provided that such use is ancillary and incidental to the work to be performed. Services furnished by temporary help firms shall not be regarded or treated as personal services. These services shall not be used in lieu of regular recruitment under civil service laws or to displace a Federal employee. Acquisition of these services shall comply with the authority, criteria, and conditions of 5 CFR Part 300, Subpart E, Use of Private Sector Temporaries, and Federal agency procedures.

As prescribed in Section B.3.2., if the temporary services fall under the Service Contract Act, OCOs shall include the appropriate clauses as prescribed in FAR Subpart 22.10.

C.3.5 SERVICES NOT IN SCOPE

At no time shall an OCO award a task order and a Contractor perform inherently governmental functions in accordance with FAR Subpart 7.5 and Office of Federal Procurement Policy (OFPP) Policy Letter 11-01.

Unless authorized by statute, at no time shall an OCO award a task order and a Contractor perform personal services in accordance with FAR Section 37.104. At no time shall an OCO award a task order and a Contractor perform architect & engineering (A&E) services as defined in FAR Section 2.101 and subject to the Brooks Architect-Engineers Act (40 U.S.C. 1102).

At no time shall an OCO award a task order and a Contractor perform 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 Section 22.401.

At no time shall a task order include as its primary purpose ancillary services as defined in Section C.3.2. At no time shall a task order include as its primary purpose the development of information technology as defined by FAR Section 2.101 and Section C.3.3. At no time shall a task order include as its primary purpose temporary services as defined by FAR Section 37.112 and Section C.3.4.

(END OF SECTION C)
PART I: THE SCHEDULE
SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

Packaging and marking of all deliverables shall conform to normal commercial packaging standards to assure safe delivery at destination. Terms, conditions, and other requirements regarding packaging and marking shall be designated by the OCO at the task order level.

(END OF SECTION D)
PART I: THE SCHEDULE
SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Inspection and Acceptance of deliverables under HCaTS SB contract and task orders are subject to the following clauses as applicable and additional requirements may be designated at the task order level.

FAR	TITLE	DATE
52.212-4(a)	Contract Terms and Conditions—Commercial Items	MAY 2015
52.212-4(a) Alternate I	Contract Terms and Conditions—Commercial Items	MAY 2014

52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection of Services—Fixed-Price	AUG 1996
52.246-5	Inspection of Services—Cost-Reimbursement	APR 1984
52.246-6	Inspection—Time-and-Material and Labor-Hour	MAY 2001

(END OF SECTION E)
PART I: THE SCHEDULE
SECTION F: DELIVERIES OR PERFORMANCE

F.1 DELIVERABLES

The Contractor shall deliver deliverables for its Human Capital and Training Solutions Small Business (HCaTS SB) contract and all task orders placed under HCaTS SB contracts in accordance with:

FAR	TITLE	DATE
52.247-34	F.O.B Destination	NOV 1991

Terms, conditions and other requirements regarding delivery of deliverables shall be designated by the Ordering Contracting Officer (OCO) at the task order level.

F.2 PERFORMANCE

The HCaTS SB contract and task orders may have Stop-Work Order placed on them or be terminated in accordance with the following clauses (as applicable).

FAR	TITLE	DATE
52.212-4(l)	Contract Terms and Conditions—Commercial Items	MAY 2015
52.212-4(m)	Contract Terms and Conditions—Commercial Items	MAY 2015
52.212-4(l) Alternate I	Contract Terms and Conditions—Commercial Items	MAY 2014
52.212-4(m) Alternate I	Contract Terms and Conditions—Commercial Items	MAY 2014
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alternate I	Stop-Work Order	AUG 1984
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-6 Alternate IV	Termination (Cost-Reimbursement)	SEPT 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

F.3 PLACE OF PERFORMANCE

The services to be provided under HCaTS SB shall be accomplished at the locations identified in the task order and may include locations in the Continental United States (CONUS) and Outside the CONUS (OCONUS).

F.4 CONTRACT ORDERING PERIOD

The ordering period of HCaTS SB is as follows, in accordance with FAR 52.217-9 and 52.217-8:

Base Year Period of Performance (POP): Notice-To-Proceed to 9 November 2021
Five-year Option Year POP: 10 November 2021 to 9 November 2026
Six-Month Extension (if exercised) POP: 10 November 2026 to 9 May 2027

F.4.1 TASK ORDER PERIOD OF PERFORMANCE

The period of performance for each task order awarded under an HCaTS SB contract shall be specified in the task order. Task orders shall be solicited and awarded prior to the expiration of the HCaTS SB ordering period and may extend up to five years and six months after the HCaTS SB ordering period expires.

Task order option periods may be exercised after the HCaTS SB ordering period expires provided that the final task order option period does not extend the cumulative term of the task order beyond five years and six months after the HCaTS SB ordering period expires.

Accordingly, the cumulative ordering period of HCaTS SB may span up to 10.5 years and the cumulative period of performance of all task orders placed under HCaTS SB may span up to 16 years.

F.5 PERFORMANCE STANDARDS

HCaTS SB is a performance-based contract vehicle with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with Sections F.5.1 and F.5.2.

In the event the Contract Payment Reporting Module (CPRM) is not operational, the deliverable and reporting requirements shall be provided to HCaTS SB CO within the stated timeframes. The HCaTS SB CO has the right to examine the supporting documents for the purpose of enforcing all deliverables and compliances herein.

Failure to meet the following deliverables, reports, or compliance standards, if applicable and FAR 52.204-15 may result in activation of Dormant Status (See Section H.25).

F.5.1 DELIVERABLE AND REPORTING REQUIREMENTS

Section	Description	Frequency	Method

G.2.6	Update Key Personnel Contact Information	Within 5 calendar days of the substitution	Notify HCaTS SB CO
G.3.1 & G.3.2.4	Contract Access Fee (CAF) Remittance for all task order payments during the previous quarter on a cumulative basis	Quarterly (Apr 30th, Jul 30th, Oct 30th, Jan 30th)	Electronic Funds Transfer (EFT) via CPRM website
G.3.2.1 through G.3.2.5	Report of Task Order Award, Modification, Invoice, CAF, and Close-out data on a cumulative basis	Within 30 calendar days after a Task Order Award, Modification, Invoice payment, Close-out	Electronically via CPRM website
G.3.5	ACORD Form, Certificate of Liability Insurance	Within 30 calendar days after the HCaTS SB Notice-to-Proceed	Notify HCaTS SB CO
G.3.6	Letter Request for Mod and all other applicable documents for Mergers, Acquisitions, Novation, and Change-of-Name Agreements	Within 45 calendar days of finalization	Notify HCaTS SB CO and OCOs for affected task orders
G.3.8	VETS 4212 reporting	Annually, no later than September 30th of each year	Electronically via the Department of Labor (DOL) VETS 4212 reporting website and notify the HCaTS SB CO
G.3.9	Federal Funding Accountability and Transparency Act (FFATA) Sub-Award Report	By the end of the following month after the award of any subcontract greater than $25,000 into FSRS	Electronically via FSRS website and notify HCaTS SB CO
G.3.10	Small Business Size Representation	- Within 30 days after execution of a novation agreement/merger or acquisition - Within 60 to 120 days prior to the end of the base year and exercising the option period.	Notify HCaTS SB CO
G.4	Correspondence from OCO that confirms task order close-out	Within 45 calendar day after task order close-out	Update in CPRM and notify HCaTS SB CO
H.8	Any change of entity or commitment identified in any Meaningful Relationship Commitment Letter (MRCL) submitted	Within 45 calendar days after the update	Notify HCaTS SB CO and OCOs for affected task orders
H.9	Contractor's professional employee compensation plan	Within 5 calendar days of the substitution	Notify HCaTS SB CO
H.10	Contractor's uncompensated overtime policy	Within 5 calendar days of the substitution	Notify HCaTS SB CO

F.5.2 COMPLIANCE

The following table contains compliances required, for HCaTS SB. Task order compliances will be specified in the task order solicitation. The HCaTS PMO does not waive its right to request other compliances in order to align HCaTS SB with new statutory or regulatory requirements. The HCaTS PMO will provide the Contractor with at least 90 calendar days' notice of these requirements.

Section	Reference	Compliance
G.2.6	Contractor Key Personnel	The Contractor shall maintain responsive and competent Contractor Key Personnel
G.3.1 & G.3.2.4	Contract Access Fee (CAF) Remittance	The Contractor shall submit timely and accurate CAF Payments
G.3.2.1 through G.3.2.5	Contract Payment Reporting Module (CPRM)	The Contractor shall submit timely and accurate data in the CPRM
G.3.5	Insurance	The Contractor shall submit timely and accurate Certificate(s) of Liability Insurance and maintain adequate insurance coverage at the HCaTS contract and task order level FAR Subsection 28.307-2
G.3.6	Mergers, Acquisitions, Novation, and Change-of-Name Agreements	The Contractor shall submit timely notice of Merger and Acquisitions or contractual copies of Novation or Change-of-Name Agreements
G.3.7	Responsibility and Federal Awardee Performance and Integrity Information System (FAPIIS)	The Contractor shall maintain accurate FAPIIS information and sufficient financial resources and meet the responsibility standards and qualifications set forth in FAR Part 9
G.3.8	VETS 4212 Reports	The Contractor shall report timely and accurate VETS 4212 Reports in the Department of Labor VETS 4212 website and send confirmation to the HCaTS SB CO
G.3.9	FSRS Reports	The Contractor shall report timely and accurate subaward and executive compensation data regarding First-Tier subawards in FSRS to meet the FFATA reporting requirements and send confirmation to the HCaTS SB CO
G.3.10	Post-Award Small Business Program Re-Representation	The Contractor shall report timely and accurately its small business program re-representation and updated sam.gov
G.4	HCaTS SB and Task Order Close-Out	The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical after expiration, cancellation, or termination.
H.6.1	Adequate Accounting System	The Contractor maintains the adequate status of its accounting system and notify HCaTS SB CO for any change
H.6.2	Acceptable Estimating System	(Optional) The Contractor maintains the acceptable status of its estimating system

H.6.3	Approved Purchasing System	(Optional) The Contractor maintains the approved status of its purchasing system
H.6.4	Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations (FPRR) and/or Audited Billing Rates	(Optional) The Contractor maintains its FPRA, FPRR, and/or Audited Billing Rates
H.6.5	Earned Value Management System (EVMS)	(Optional) The Contractor maintains its EVMS ANSI/EIA Standard-748
H.6.6	ISO 9001:2008/2015 Certification	(Optional) The Contractor maintains its ISO 9001:2008/2015 Certification
H.6.7	ISO/IEC 27001:2013 Certification	(Optional) The Contractor maintains its ISO/IEC 27001:2013 Certification
H.8	Meaningful Relationship Commitment Letter (MRCL)	The Contractor shall honor the commitments contained in all MRCLs
H.9	Professional Employee Compensation Plan	The Contractor shall maintain its professional employee compensation plan and submit any updates
H.10	Uncompensated Overtime Policy	The Contractor shall maintain its uncompensated overtime policy and submit any updates
H.15	Meetings	The Contractor Key Personnel shall attend and actively participate in all meetings, including all PMR meetings
H.17	Contractor HCaTS SB Webpage	The Contractor shall maintain an HCaTS SB webpage that meets the minimum webpage requirements
H.19	Minimum Task Order Awards or Estimated Value	Starting from the date of the HCaTS SB Notice-to-Proceed, the Contractor shall attain a minimum of three task order awards or a total task order estimated value of $750,000.00 (total estimated value of all task orders inclusive of all options) or show a good faith effort in responding to competitive solicitations prior to the exercise of Option I under HCaTS SB.
H.21	Ethics and Conduct	The Contractor shall adhere to the standards under Section H.21

(END OF SECTION F)
PART I: THE SCHEDULE
SECTION G: CONTRACT ADMINISTRATION DATA

G.1 BACKGROUND

This section provides roles, responsibilities, and contract administration requirements for the Human Capital and Training Solutions Small Business (HCaTS SB) contracts and each task order placed under

HCaTS SB contracts. Terms and conditions and other requirements regarding contract administration may be designated by the Ordering Contracting Officer (OCO) at the task order level.

G.2 ROLES AND RESPONSIBILITIES OF KEY PERSONNEL

This section describes the roles and responsibilities of Government and Contractor personnel. The current point of contact information of Key Personnel for HCaTS SB will be maintained on the official HCaTS SB website at http://gsa.gov/hcats.

G.2.1 PROGRAM MANAGER (PM)

The HCaTS PM is a Government official who performs various programmatic functions for the overall success of HCaTS SB.

G.2.2 CONTRACTING OFFICER (CO)

The HCaTS SB CO is the sole and exclusive Government official with actual authority to administer and modify the terms and conditions of HCaTS SB contracts, monitor the Contractor's performance in the areas of contract compliance and contract administration, and assist the Contractor and OCO on matters related to the HCaTS SB terms and conditions. In addition, the HCaTS SB CO makes all final decisions pertaining to within scope determination requests.

The HCaTS SB CO may delegate routine administrative functions to an authorized HCaTS SB representative.

G.2.3 OMBUDSMAN

Subject to *GSAR 552.216-74*, GSA designates an Ombudsman for HCaTS SB. For the purposes of HCaTS SB, there are two primary duties of the Ombudsman: (1) To review complaints from Contractors and ensure that they are afforded a fair opportunity for consideration in the award of task orders consistent with the procedures of HCaTS SB, and (2) To review an HCaTS SB CO decision to place a Contractor in Dormant Status (see Sections H.25).

G.2.4 ORDERING CONTRACTING OFFICER (OCO)

The OCOs are the authorized user and exclusive Government official with actual authority to solicit, award, administer, and/or modify a task order under HCaTS SB contracts. In order to qualify as an authorized user, a duly warranted Contracting Officer of the Federal government, as defined in FAR Section 2.101, or an eligible user as prescribed in GSA Order ADM 4800.2H, Eligibility to Use GSA Sources of Supply and Services, shall attend a HCaTS Delegation of Procurement Authority (DPA) training and receive a HCaTS DPA certificate signed by HCaTS SB CO.

The OCO is encouraged to contact the HCaTS SB CO or HCaTS PM for any HCaTS SB-related assistance including, but not limited to, the following:

1. Training on HCaTS SB and ordering procedures, and

2. Task order scope compliance under HCaTS SB, and
3. Task order solicitation development, and
4. Assistance on disputes, claims, or protests under HCaTS SB, and
5. Contractor performance under HCaTS SB.

The OCO's duties include, but are not limited to:

1. Requesting and receiving a DPA prior to soliciting and awarding a task order under HCaTS SB, and
2. Complying with the terms and conditions of HCaTS SB (see Section H.3), and
3. Complying with the procedures outlined in FAR Subpart 19.4, and
4. Complying with the ordering procedures outlined in FAR Section 16.505, and other agency-specific regulatory supplements, and
5. Issuing task order solicitations under the proper NAICS Code and corresponding HCaTS SB Contract Number (see Section H.4), and
6. Allowing a reasonable time for fair opportunity proposal submission, and
7. Resolving any performance issues, disputes, claims or protests at the task order level, and
8. Responding to all Freedom of Information Act (FOIA) requests at the task order level, and
9. Entering task order performance evaluation in the Contractor Performance Assessment Reporting System (CPARS) or alternative past performance assessment reporting system mandated by Federal agencies that do not require the use of CPARS, and
10. Closing out task orders in a timely manner.

G.2.5 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The HCaTS SB CO and OCOs for each task order may designate a COR(s) to perform specific administrative or technical functions.

The specific rights and responsibilities of the COR for each contract and task order shall be described in writing, with copies furnished to the Contractor as prescribed in FAR Paragraph 1.602-2(d). A COR has no actual, apparent, or implied authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions.

G.2.6 CONTRACTOR KEY PERSONNEL

The Contractor shall assign a Corporate HCaTS SB Program Manager (CHPM) and Corporate HCaTS SB Contract Manager (CHCM) as Contractor Key Personnel to represent the Contractor as primary points-of-contact to resolve issues, perform administrative duties, and other functions that may arise relating to HCaTS SB contracts and task orders solicited and awarded under HCaTS SB contracts.

Additional Contractor Key Personnel requirements may be designated by the OCO at the task order level.

There are no minimum qualification requirements established for Contractor Key Personnel. Additionally, Contractor Key Personnel do not have to be full-time positions; however, the Contractor Key Personnel are expected to be fully proficient in the performance of their duties.

The Contractor shall ensure that the HCaTS SB CO has current point-of-contact information for both the CHPM and CHCM. The Contractor Key Personnel are considered essential to HCaTS SB. Upon removing and replacing any Contractor Key Personnel, the Contractor shall notify the HCaTS SB CO within 15 business days.

All costs associated with Contractor Key Personnel duties shall be handled in accordance with the Contractor's standard accounting practices; however, no costs for Contractor Key Personnel shall be billed to the HCaTS Program Management Office (HCaTS PMO).

Failure of Contractor Key Personnel to effectively and efficiently perform their duties will be construed as conduct detrimental to contract performance and may result in activation of Dormant Status (see Sections H.25).

G.2.6.1 CORPORATE HCATS SB PROGRAM MANAGER (CHPM)

The Contractor's corporate management structure shall guarantee senior, high-level, program management of HCaTS SB, including a CHPM to represent the company in all HCaTS SB program-related matters.

The CHPM duties include, but are not limited to:

1. Advising and assisting current and potential HCaTS SB customers regarding the technical scope of HCaTS SB and the overall attributes of HCaTS SB, and
2. Promoting customer use of HCaTS SB, and
3. Being ultimately responsible for ensuring that all reporting information required under HCaTS SB is provided accurately, thoroughly and timely, and
4. Being ultimately responsible for all performance issues related to their HCaTS SB contract and task orders awarded under their HCaTS SB contract, and
5. Attending all HCaTS SB Program Management Review (PMR) meetings and other HCaTS SB meetings as scheduled.

G.2.6.2 CORPORATE HCATS SB CONTRACT MANAGER (CHCM)

The Contractor's corporate management structure shall guarantee senior, high-level, program management of HCaTS SB, including a CHCM to represent the company in all HCaTS SB contract-related matters.

The CHCM duties include, but are not limited to:

1. Verifying that the OCO soliciting or awarding a task order solicitation under HCaTS SB has an HCaTS SB DPA. Verification can be provided by the HCaTS SB CO, HCaTS PM, or duly authorized representative, and
2. Ensuring the company's task order awards under their HCaTS SB contract are contractually in compliance with HCaTS SB (see Section H.3 {Ordering Procedures}), and
3. Ensuring all data within the Contract Payment Reporting Module (CPRM) is current, accurate, and complete (see Section G.3.2), and
4. Ensuring contract administrative functions and meeting all the performance reporting and compliance standards listed under Section F.5 (Performance Standards), are maintained, and
5. Being ultimately responsible for ensuring that all contractual agreements, including modifications, are negotiated and put in place expeditiously, and
6. Being ultimately responsible for ensuring that all task order invoicing is accurate and timely, and
7. Attending all HCaTS SB Program Management Review (PMR) meetings and other HCaTS SB meetings as scheduled.

G.3 CONTRACTOR ADMINISTRATION REQUIREMENTS

The following sections describe the administration requirements for HCaTS SB contracts and task orders awarded under HCaTS SB contracts. The CHCM shall be the primary point-of-contact for these requirements.

Failure to meet administrative requirements may result in activation of Dormant Status (see Sections H.25).

G.3.1 CONTRACT ACCESS FEE (CAF)

As of 1 August 2018, the CAF rate for HCaTS Task Orders is 0.75% fixed-fee. Visit HCaTS website (www.gsa.gov/hcats) for CAF updates and exceptions or agency specific CAF rate agreement, if any.

NOTE: For task orders awarded before 1 August 2018, the CAF rate remains 2% fixed fee; however, the OCOs must change the CAF from 2% to 0.75% at the time of the next option year that will be exercised on or after 1 August 2018. If the task order will not be exercised on or after 1 August 2018, the CAF remains as 2% until the completion of the current period of performance.

The OCOs and Contractors must use the following criteria for CAF:

1. CAF remittance calculated as: Total Paid Invoice (minus the CAF CLIN) multiplied by the CAF Percentage.
2. The task order solicitations shall have a separate and distinct CLIN for CAF for the base year and each option period. In response to all task order solicitations, regardless of contract type, the

Contractor shall always propose a CAF rate based on the total fixed-price or total estimated costs, including options.

3. If the customer organization has a CAF Memorandum of Understanding (CAF MOU) agreement in place with the HCaTS PMO, the CAF rate on the MOU must be used.

NOTE: See Section G.3.2.4 for CAF remittance instructions.

G.3.2 CONTRACT PAYMENT REPORTING MODULE (CPRM)

The specific system for all task order award, modification, invoice, and CAF payment data will be electronically through the CPRM located within GSA's Enterprise Data Warehouse (EDW).

G.3.2.1 TASK ORDER AWARD DATA

The Contractor shall report all task order award data within 30 calendar days of award into the CPRM; at the minimum all task order award data shall include the following:

1. HCaTS SB Contract Number
2. Task Order Number (not the Solicitation Number)
3. Task Order Description
4. Functional Area (Pool 1 or Pool 2)
5. Predominant Order NAICS Code
6. Predominant Contract Type
7. Issued using GSA Assisted services (Yes or No)
8. Initial Period of Performance (Base Year period of performance)
9. Estimated Completion Date (end date after all option years exercised)
10. Award Date
11. Initial Obligated/Funded Amount (obligated amount for the base year)
12. Total Obligated/Funded Amount (total obligated dollar amount)
13. Total Estimated Value (total contract value including all option years)
14. Ordering Contracting Officer (Name and Email Address of OCO that signed the TO award)
15. Issuing Agency
16. Issuing Bureau
17. Receiving Agency (the customer)
18. Receiving Bureau
19. Location
20. Place of Performance (enter the primary place of performance)

21. Attachment (attach an electronic copy of the complete task order Award documents that includes Statement of Work (SOW)/Statement of Objectives (SOO), or Performance Work Statement (PWS))
22. Add Line Item (enter the information for each Contract Line Item Numbers (CLINs) of the task order. If the task order does not have a CLIN, input CLIN Number 9999 as a single CLIN for all billing)
23. Based on the contract type, enter the additional information stated in Section G.3.2.1.1, G.3.2.1.2, or G.3.2.1.3.

G.3.2.1.1 FIXED PRICE AWARD DATA

In addition to the data required under Section G.3.2.1 (Task Order Award Data), all Fixed Price award data shall also include:

1. Initial obligated/funded amount, and
2. Total Firm-Fixed Price, including the base and all option periods by CLIN Number, and
3. Initial Maximum Incentive or Award Fee, if applicable.

G.3.2.1.2 COST REIMBURSEMENT AWARD DATA

In addition to the data required under Section G.3.2.1 (Task Order Award Data), all Cost Reimbursement award data shall also include:

1. Initial obligated/funded amount, and
2. Total estimated cost, including the base and all option periods by CLIN Number, and
3. Fixed Fee, if applicable, and
4. Initial Incentive or Award Fee, if applicable.

G.3.2.1.3 TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H) AWARD DATA

In addition to the data required under Section G.3.2.1 (Task Order Award Data), all T&M and L-H award data shall also include:

1. Initial obligated/funded amount, and
2. Total task order ceiling, including the base and all option periods by CLIN Number, and
3. Awarded labor categories and SOC numbers, and
4. The loaded hourly labor rate and hours by each corresponding HCaTS SB labor category, for the base and all option periods, and
5. The loaded hourly labor rate and hours by each Specialized Professional Services Labor, Service Contract Act Labor, or OCONUS Labor, including a title and description of the labor category, if applicable, for the base and all option periods.

G.3.2.2 TASK ORDER MODIFICATION DATA

The Contractor shall report all task order modification data within 30 calendar days of receiving a signed copy of the modification, excluding modifications issued through GSA's EDW. Modification data issued through GSA's EDW will automatically populate into the CPRM.

Modification data shall include:

1. HCaTS SB Contract Number, and
2. Task Order Number (not the Solicitation Number), and
3. Modification Number, and
4. Modification Description (e.g., Incremental Funding, Exercise Option, Change Order), and
5. OCO Point of Contact (Name, Phone Number, Email Address), and
6. Modification Ordering Period (do not change the initial start date of the task order), and
7. Modification Date, and
8. Modification obligated/funded amount allocated to the applicable CLINs, and
9. An electronic copy of the complete modification awarded by an OCO.

G.3.2.3 INVOICE DATA

The Contractor shall report invoice data from each paid invoice within 30 calendar days after the end of the reporting quarter, including the invoice data on task orders issued through GSA's EDW. If no invoice data was received during a required reporting period for a specific task order, the Contractor shall report in the "Zero Invoice Data" screen located in the CPRM system for that particular task order.

Regardless of contract type, the Contractor shall report the following:

1. HCaTS SB Contract Number, and
2. Task Order Number (not the Solicitation Number), and
3. Contractor Invoice Number, and
4. Date Invoice Paid, and
5. Amount of invoice that was subcontracted, and
6. Amount of invoice that was subcontracted to a small business, and
7. For each contract type, the Contractor shall report as follows:

    a. Fixed Price task orders: Total Amount Paid (Lump Sum) by CLIN, and

    b. T&M or L-H type task orders: Total Amount Paid (Lump Sum) by CLIN, and

    c. Cost-Reimbursement task orders: Labor Categories, SOC Number, and Direct Labor Rate for each Task Order Labor Category.

G.3.2.4 CONTRACT ACCESS FEE (CAF) PAYMENT DATA

The Contractor shall remit the CAF in U.S. dollars to the HCaTS PMO within 30 calendar days after the end of each calendar quarter for all invoice payments received during that calendar quarter as follows:

CALENDAR QUARTERS	CAF DUE DATE
1st Quarter (January 1-March 31)	April 30th
2nd Quarter (April 1-June 30)	July 30th
3rd Quarter (July 1-September 30)	October 30th
4th Quarter (October 1-December 31)	January 30th

Where the CAF for multiple invoice payments (on one or more task orders) is due, the Contractor may consolidate the CAF owed into one payment, including the consolidation of the CAF across all awarded Pools.

Failure to remit the full amount of the CAF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. In addition, the Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or off-setting payments and interest on the debt.

The Contractor's failure to accurately and timely remit the CAF is sufficient cause for the HCaTS PMO to place the contractor in Dormant Status (see Section H.25).

CAF Payment Data shall include:

1. Trace Number, and
2. Total Remitted Amount, and
3. Remit Date, and
4. Amount applied to each Task Order Number (for the reported payment).

Contractors are encouraged to submit CAF payments via <https://pay.gov/public/home>.

G.3.2.5 CLOSEOUT DATA

The Contractor shall submit task order close-out data quarterly following the expiration of a task order. This shall be accomplished for each and every task order.

This data shall include:

1. Final Task Order Dollar Value, and
2. Cumulative Invoiced Amount, and
3. Total CAF Amount Paid, and
4. CAF Balance Owed, and
5. Final Invoice Paid (Y/N), and
6. Release of Claims Date, and

7. Pending Actions Preventing Close-out.

G.3.3 RESERVED

G.3.4 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

Past performance information is relevant information, for future source selection purposes, regarding a Contractor's actions under previously awarded contracts. It includes, for example, the Contractor's record of conforming to contract requirements and to standards of good workmanship, record of forecasting and controlling costs, adherence to contract schedules, including the administrative aspects of performance, history of reasonable and cooperative behavior and commitment to customer satisfaction, reporting into required databases, record of integrity and business ethics, and business-like concern for the interest of the customer.

The HCaTS PMO requires use of the CPARS modules as the secure, confidential, information management tool to facilitate the performance evaluation process for both HCaTS SB contracts and task orders awarded under HCaTS SB contracts. However, if a Federal agency requires an alternative past performance assessment reporting system for a specific task order(s) other than CPARS, the alternative reporting system takes precedence over CPARS.

The CHCM shall serve as a primary point-of-contact, who will be authorized access to the evaluation for review and comment for HCaTS SB contracts and task orders awarded under HCaTS SB contracts. The CHCM shall respond promptly to past performance evaluations as documented by the OCO at the task order level and the HCaTS SB CO for HCaTS SB.

In addition, the CHCM shall be required to identify an alternate contact that will be responsible for notifying the HCaTS SB CO in the event the primary contact is unavailable to process evaluations within the required 30-day time frame.

G.3.4.1 HCATS SB CPARS

The HCaTS SB CO will evaluate interim Contractor performance on an annual basis and final Contractor performance upon contract completion using the process and criteria in CPARS.

Evaluations of Contractor performance will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of 30 calendar days to submit comments, rebutting statements, or additional information.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal agencies to support future award decisions.

G.3.4.2 TASK ORDER CPARS

The HCaTS SB CO does not administer or evaluate task order performance. It is the sole responsibility of OCOs to evaluate each task order exceeding the micro-purchase threshold under HCaTS SB using the

process and criteria in CPARS or an alternative past performance assessment reporting system. OCOs shall use CPARS for task orders awarded under HCaTS SB unless otherwise mandated by their Federal agency to utilize past performance systems other than CPARS.

At a minimum, the OCO shall be responsible for evaluating final Contractor performance upon task order completion.

G.3.5 INSURANCE

The insurance coverage specified in FAR Subsection 28.307-2 is the minimum insurance requirement for HCaTS SB. Insurance coverage applies to the HCaTS SB Program as a whole (i.e., this requirement is cumulative across all Pools the Contractor has been awarded an HCaTS SB contract under). The OCO may require additional insurance coverage or higher limits specific to a task order awarded under an HCaTS SB contract.

G.3.6 MERGERS, ACQUISITIONS, NOVATIONS AND CHANGE-OF-NAME AGREEMENTS

If a Contractor merges, is acquired or recognizes a successor in interest to Government contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes novation agreements and change-of-name agreements by a CO other than the HCaTS SB CO, the Contractor shall notify the HCaTS SB CO and provide a copy of the novation or other agreement that changes the status of the Contractor. This notification, if applicable, applies once, sent to the HCaTS SB CO, and not for each HCaTS SB contract.

G.3.7 RESPONSIBILITY AND FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIIS)

The Contractor shall maintain sufficient resources and meet the responsibility standards and Contractor qualifications set forth in FAR Part 9 to continue performance under HCaTS SB.

Subject to FAR 52.209-9, the Contractor shall update the information in FAPIIS on a semi-annual basis, throughout the term of HCaTS SB.

G.3.8 VETS-4212 REPORTS

Subject to FAR Subpart 22.13, FAR 52.222-37 and the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (VEVRAA), Contractors and Subcontractors shall report annually to the Department of Labor the number of employees in their workforces and any new hires, by job category and hiring location, who are qualified covered veterans during the reporting period.

Contractors shall submit a VETS-4212 report annually to the DOL VETS-4212 website and provide confirmation to the HCaTS SB CO, even if the Contractor has no covered veterans or new employees to report during the reporting period. This report applies to the HCaTS SB Program as a whole, sent to the DOL VETS-4212 website and HCaTS SB CO, and not for each HCaTS SB contract.

G.3.9 FSRS REPORTS

Subject to FAR 52.204-10, Contractors are required to file a Federal Funding Accountability and Transparency Act (FFATA) Sub-award Report by the end of the month following the month in which the Prime Contractor awards any subcontract with a value of $25,000 or more, into the FFATA Sub-award Reporting System (FSRS). This report applies for each HCaTS SB contract.

G.3.10 POST AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION

Subject to FAR 52.219-28, if a Contractor represented that it was a small business concern prior to award the Contractor shall re-represent its size status upon the occurrence of any of the following:

1. Within 30 days after execution of a novation agreement, or
2. Within 30 days after a merger or acquisition that does not require a novation, or
3. Within 60 to 120 days prior to the end of the fifth year and exercising the option thereafter.

The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) codes assigned to this contract (see Section H.4).

If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by this section.

The Contractor shall make the representation by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the HCaTS SB CO in writing within the timeframes prescribed above that the data have been validated or updated, and provide the date of the validation or update.

G.3.11 INDUSTRIAL OPERATIONS ANALYST (IOA)

The HCaTS PMO may designate IOAs for HCaTS contracts and task orders. The IOA is a GSA Government official who audits Contractor records and conducts Contractor Assistance Visits (CAVs) to the Contractor's place of business to assist the Contractor with task order reporting, Contract Access Fee (CAF) management, and other general contract administration functions deemed necessary by the Government.

G.4 HCATS SB AND TASK ORDER CLOSEOUTS

HCaTS SB will be closed out upon the closeout of all task orders awarded under HCaTS SB contracts and all CAF fees submitted.

The OCO is responsible for closing out their task orders under HCaTS SB. Task order closeout will be accomplished within the procedures set forth in FAR Parts 4 and 42, and other agency-specific regulatory supplements.

For cost reimbursement and time-and-material task orders, the OCO is encouraged to utilize FAR Section 42.708 to the maximum extent practicable. The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical. The Contractor shall report all task order close outs in the CPRM (see Section G.3.2.5).

G.5 OPTION DETERMINATION

After the initial ordering period, in recognition of exceptional contract and task order performance the HCaTS PMO may exercise a five-year option period in accordance with FAR 52.217-9; if necessary, the ordering period will be extended for additional six months in accordance with FAR 52.217-8.

(END OF SECTION G)
PART I: THE SCHEDULE
SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 Reserved.

H.2 OBSERVANCE OF FEDERAL HOLIDAYS

The Contractor shall observe Federal holidays and other days identified in this section unless otherwise indicated in individual task orders. The Government observes the following days as holidays:

1. New Year's Day
2. Birthday of Martin Luther King, Jr.
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

In addition to the days designated as holidays, the Federal government may also observe any day designated by Federal Statute, Executive Order or Presidential Proclamation.

H.3 ORDERING PROCEDURES

All task orders under HCaTS SB contracts shall:

1. Be solicited and awarded by an OCO with a Delegation of Procurement Authority (DPA) (see Section G.2.4), and
2. Be within the scope of Section C and all other terms and conditions of the HCaTS SB contract, and

3. Identify the HCaTS SB Labor Categories and Standard Occupational Classification (see Section B.2.1 and Attachment J.1 {Standardized Labor Categories}), and
4. Be solicited and awarded under the proper NAICS Code and corresponding Contract Number (see Section H.4), and
5. Identify the proper Product Service Code (see Section H.5), and
6. Comply with the ordering procedures in FAR Section 16.505 and other applicable agency-specific regulatory supplements.

The OCO shall tailor all optional clauses, provisions, and other applicable terms and conditions specific to the task order solicitation and award. The OCO is also encouraged to take into consideration the current version of the Human Capital Assessment and Accountability Framework (HCAAF) when defining the scope of a task order.

All costs associated with the preparation, presentation, and discussion of the Contractor's proposal in response to a task order solicitation will be at the Contractor's sole and exclusive expense and each task order will be funded by the ordering agency at the task order level.

H.3.1 SET ASIDES BASED ON SOCIO-ECONOMIC SUBGROUP

HCaTS SB is a total small business set-aside contract. In addition to total small business set-asides, task orders placed under HCaTS SB may be set aside at the OCO's discretion for socio-economic subgroups. An HCaTS SB task order solicitation may be a competitive set-aside for socio-economic subgroups when it is anticipated that offers will be obtained from at least two responsible small business concerns within a socio-economic subgroup under the corresponding Pool (see Section H.4.1). A socio-economic subgroup for competitive set-asides is identified as one of the following only:

1. 8(a) Small Business (8(a) SB), and/or
2. HUBZone Small Business (HUBZone SB), and/or
3. Service-Disabled Veteran-Owned Small Business (SDVOSB), and/or
4. Economically Disadvantaged Women-Owned Small Business (EDWOSB), and/or
5. Women-Owned Small Business (WOSB).

H.4 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

H.4.1 HCATS SB NAICS CODES

HCaTS SB is comprised of two separate Government-Wide Multiple Award, Indefinite Delivery, Indefinite Quantity (MA-IDIQ) task order contracts that span eight NAICS Codes.

NAICS Codes are grouped into two separate Pools based on two separate small business size standards ($12M and $16.5M). Each Pool will have multiple IDIQ task order contract under it. All NAICS codes within a given Pool can be used to represent the predominant NAICS Code for any given task order solicited and awarded under an HCaTS SB contract.

NAICS Codes and small business size standards are periodically updated and revised by the SBA. If the SBA revises a HCaTS SB contracts' NAICS Code and small business size standard, the HCaTS SB CO may update the contracts to reflect the updated NAICS Code and small business size standard.

Due to Federal Procurement Data System-Next Generation (FPDS-NG) system limitation, only one NAICS Code can be assigned to a contract in FPDS-NG reports; the predominant NAICS Codes will be used for the task orders' FPDS-NG reports.

The table below identifies the HCaTS SB Pool 1 NAICS Code assignments. The predominant NAICS Code is shown in bold underline:

POOL 1: $12M SMALL BUSINESS SIZE STANDARD	
NAICS CODE	NAICS TITLE
611430	**Professional and Management Development Training**
611699	All Other Miscellaneous Schools and Instruction
624310	Vocational Rehabilitation Services

NOTE: Definitions for each NAICS Title can be found at http://www.census.gov/cgi-bin/sssd/naics/naicsrch

H.4.2 PREDOMINANT TASK ORDER NAICS CODE DETERMINATION

The OCO is responsible for determining which predominant NAICS Code applies to a task order solicitation. The NAICS Code selected determines the corresponding Pool in accordance with Section H.4.1. Each Pool will have a list of eligible Contractors that qualify to receive solicitations and task order awards.

Ordering procedures in FAR Section 16.505 apply. If the solicitation could be classified in two or more NAICS Codes with different size standards, the OCO shall apply the NAICS Code for the industry accounting for the greatest percentage of anticipated task order dollar value.

H.5 PRODUCT SERVICE CODE (PSC)

The PSC represents what products, services, and/or research and development (R&D) was purchased by the Federal government for each task order award reported in FPDS-NG.

The scope of HCaTS SB spans across many PSCs; however, the predominant PSC selected must be based on the predominant service that is being purchased.

The Contract Payment Reporting Module (CPRM) reporting system facilitates compliance with proper PSC reporting for all Federal agencies, including DoD's taxonomy for the acquisition of services that maps PSCs into six separate Portfolio Groups, such as: Knowledge Based Services; Facility Related Services; Transportation Services; Medical Services, Electronics & Communication Services; and, Equipment Related Services.

The OCO shall identify the PSC in the task order solicitation and report the PSC in FPDS-NG. The Contractor shall enter the PSC in the CPRM for each task order award.

H.6 ACCREDITATIONS

All accreditations are optional; however, Contractors are encouraged to acquire these accreditations.

H.6.1 ADEQUATE ACCOUNTING SYSTEM

An adequate accounting system is a system that is approved by the HCaTS CO, in consultation with the Defense Contract Audit Agency (DCAA) or a Cognizant Federal Agency (CFA) and provides for the proper segregation, identification, accumulation, and allocation of direct and indirect costs for government procurements.

At the Contractor's request, the HCaTS SB CO make the adequacy determination on the Contractor's accounting system; if approved by HCaTS SB CO, the Contractor shall notify the HCaTS SB CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its adequate accounting system and provide the reasons for the change and copies of audit reports, as applicable. Only those Contractors that maintain an adequate accounting system, as approved by the HCaTS SB CO, shall be eligible for cost reimbursable task order awards.

At the task order level, the OCO has the authority for the determination of cost or price fair and reasonableness. The OCO may make the adequacy determination or require the Contractor to maintain an acceptable accounting system that will permit timely development of all necessary cost data in the form required by the proposed contract type.

H.6.2 ACCEPTABLE ESTIMATING SYSTEM

An acceptable estimating system is a system that has been audited by the Defense Contract Management Agency (DCMA) or any Cognizant Federal Agency (CFA), and meets the requirements specifies in 48 CFR 252.215-7002 (Cost Estimating System Requirements).

An acceptable estimating system is not mandatory; however, Contractors are encouraged to maintain an acceptable estimating system for the entire ordering period of their HCaTS SB contract.

H.6.3 APPROVED PURCHASING SYSTEM

An approved purchasing system means the Contractor's purchasing system has been audited under Contractor Purchasing System Review (CPSR) in accordance with FAR Subpart 44.3 (Contractors Purchasing Systems Reviews).

An approved purchasing system is not mandatory; however, Contractors are encouraged to maintain an approved purchasing system for the entire ordering period of its HCaTS SB contract.

H.6.4 FORWARD PRICING RATE AGREEMENTS (FPRA), FORWARD PRICING RATE RECOMMENDATIONS (FPRR), AND AUDITED BILLING RATES

An FPRA, FPRR and Audited Billing Rates are not mandatory; however, Contractors are encouraged to have them audited by DCAA, DCMA or any other CFA for the entire ordering period of their HCaTS SB contract (IAW FAR Part 42.704 and FAR 42.17).

For Time-and-Material, Labor-Hour, and Cost Reimbursement (all types) task orders solicited and awarded under HCATS SB contracts, Contractors are encouraged to execute an FPRA and/or audited billing rates to the maximum extent practicable. Contractors may use FPRRs when an FPRA has not been negotiated.

H.6.5 EARNED VALUE MANAGEMENT SYSTEM (EVMS)

An EVMS, as defined in FAR Part 2.101, is not mandatory; however, Contractors are encouraged to have an EVMS during the entire ordering period of their HCaTS SB contract.

H.6.6 INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO) 9001:2008/2015 CERTIFICATION

The ISO 9001:2008/2015 Certification specifies requirements for a quality management system to demonstrate the Contractor's ability to consistently meet the customers' requirements as well as statutory and regulatory requirements.

The ISO 9001:2008/2015 Certification is not mandatory; however, Contractors are encouraged to maintain the certification during the entire ordering period of their HCaTS SB contract.

H.6.7 INTERNATIONAL ORGANIZATION OF STANDARDIZATION/INTERNATIONAL ELECTROTECHNICAL COMMISSION (ISO/IEC) 27001:2013 CERTIFICATION

The ISO/IEC 27001:2013 Certification specifies the requirements for establishing, implementing, maintaining and continually improving an information security management system within the context of the organization. It also includes requirements for the assessment and treatment of information security risks tailored to the needs of the organization.

An ISO/IEC 27001:2013 Certification is not mandatory; however, Contractors are encouraged to have ISO/IEC 27001:2013 Certification during the entire ordering period of their HCaTS SB contract.

H.7 LIMITATIONS ON SUBCONTRACTING

In performance of services awarded under HCaTS SB, at least 50% of the cost of task order performance incurred for personnel shall be expended for employees of the concern. FAR 52.219-14 will be monitored and strictly enforced by the HCaTS SB CO.

The Contractor shall specifically identify the total Prime and Sub-contracted labor dollars combined and the total labor dollars subcontracted separately in each invoice submitted under HCaTS SB task orders.

If an ordering agency has a supplemental regulation that does not coincide with FAR 52.219-14, the OCO may tailor this section at the task order level.

H.8 MEANINGFUL RELATIONSHIP COMMITMENT LETTERS (MRCL)

If applicable, an MRCL establishes the relationship and commitments of performance for Contractors who share accreditations from other affiliates, divisions, or subsidiaries within a Contractor's internal corporate structure.

If applicable, the Contractor shall maintain and honor each MRCL for the entire ordering period of their HCaTS SB contract. The Contractor shall notify the HCaTS SB CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its internal corporate relationships or commitments and provide the reason(s) for the change.

If applicable, the Contractor's MRCLs are incorporated by reference into the HCaTS SB contract and the HCaTS PMO will provide MRCLs to the OCO upon request.

H.9 PROFESSIONAL EMPLOYEE COMPENSATION POLICY

The Government is concerned with the quality and stability of the work force to be employed on an HCaTS SB contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may impair the Contractor's ability to attract and retain competent professional service employees or may be viewed as evidence of failure to comprehend the complexity of future task order requirements.

The Contractor's professional employee compensation policy is incorporated by reference and made a part of the HCaTS SB contract.

The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its professional employee compensation plan and provide the reason(s) for the change and copies of the new professional employee compensation policy, as applicable.

H.10 UNCOMPENSATED OVERTIME POLICY

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal workweek for purposes of computing uncompensated overtime hours.

Task Orders may be subject to FAR 52.237-10 when services to be required are on the basis of the number of hours to be provided; therefore, the labor rate charged to the Government shall be adjusted accordingly for the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act.

The Contractor's uncompensated overtime policy is incorporated by reference and made a part of the HCaTS SB contract.

The Contractor shall notify the HCaTS SB CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its uncompensated overtime policy and provide the reason(s) for the change and copies of the new uncompensated overtime policy, as applicable.

H.11 SECURITY CLEARANCE REQUIREMENTS

The OCO shall tailor security requirements (both facility and employee), clauses, provisions, and other applicable terms and conditions specific to each task order's solicitation and award.

Only those Contractors that meet the required security clearance levels on individual task order solicitations are eligible to compete for such task orders.

In general, all necessary facility and employee security clearances shall be at the expense of the Contractor. In some cases, Government offices that conduct background investigations do not have a means for accepting direct compensation from Contractors and instead charge Federal agencies for the background investigations. In these cases, the Contractor shall be flexible in establishing ways of reimbursing the Government for these expenses. The individual task order shall specify the terms and conditions for reimbursement, if any, for obtaining security clearances. The Contractor shall comply with all security requirements in task orders awarded under it HCaTS SB contract.

H.11.1 FACILITY CLEARANCE LEVEL (FCL)

An FCL is when a Contractor's facility is eligible for access to classified information at the Confidential, Secret, or Top Secret level. The FCL includes the execution of a Department of Defense (DoD) Security Agreement (DD Form 441 and DD Form 441-1) and Certificate Pertaining to Foreign Interests (SF 328).

Under the terms of an FCL agreement, the Government agrees to issue the FCL and inform the Contractor as to the security classification of information to which the Contractor will have access. The Contractor, in turn, agrees to abide by the security requirements set forth in the National Industrial Security Program Operating Manual, commonly referred to as the NISPOM.

There are no mandatory levels of facility security clearance for Contractors under their HCaTS SB contracts; however, task orders may require an FCL at any level.

H.11.2 EMPLOYEE SECURITY CLEARANCE

Security clearances for Contractor employees, including Subcontractor employees, may require Confidential, Secret, Top Secret, Agency-Specific Clearances, and/or Special Background Investigations for Sensitive Compartmented Information or Special Access Programs. In such cases, the Contractor, at its own expense, is responsible for providing and maintaining personnel with the appropriate security clearances to ensure compliance with Government security regulations, as specified in the individual task order.

The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employees' trustworthiness and suitability for the position. Task orders containing classified work may also include a Contract Security Classification Specification, (i.e., DD Form 254 or civilian agency equivalent).

The Government has full and complete control over granting, denying, withholding or terminating security clearances for employees. The granting of a clearance shall not prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

H.11.3 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE 12 (HSPD-12)

When a Contractor or its Subcontractors are required to have physical access to a Federally-controlled facility or access to a Federal information system, the Contractor shall comply with agency personal identity verification procedures in task orders that implement HSPD-12.

H.12 SUSTAINABILITY

HCaTS SB seeks to benefit from the use of sustainable management practices by Contractors including tracking and seeking continual reductions in energy usage, greenhouse gas emissions, water consumption, solid waste and hazardous waste, and other relevant environmental impacts and associated costs.

Use of these sustainable management practices results in lower environmental impacts of delivered products and services, helping customers meet sustainable acquisition requirements under Executive Order 13514: Federal Leadership in Environmental, Energy and Economic Performance, and its precursors, successors and related regulations.

Public disclosures of environmental impacts and sustainable management practices have been associated with increased operational efficiency, lower overhead costs, and reduced supply chain and other business risks for disclosing companies.

Sustainability disclosures can help OCOs understand the major environmental impacts of procured products and services, familiarize themselves with the available strategies for reducing these impacts, and design projects and task order requirements which incorporate these strategies.

HCaTS SB encourages Contractors to provide the location(s) (Internet URL(s)) of one or more sources of publicly available information regarding its company-wide environmental impacts and sustainable management practices (sustainability disclosures) on the Contractor's HCaTS SB webpage. In making sustainability disclosures, the Contractor is requested to utilize existing, widely recognized third-party sustainability reporting portals and services such as the Global Reporting Initiative (GRI) Sustainability Disclosure Database (database of corporate social responsibility {CSR} reports) and the Carbon Disclosure Project (CDP) Climate Change and Water Disclosure Questionnaires.

These sustainability-related standards, including estimates of the lifecycle costs and environmental impacts of proposed solutions, may apply at the task order level.

H.13 PROPRIETARY SOLUTIONS

Contractors are discouraged from proposing proprietary solutions in response to HCaTS SB task order requirements that necessitate the Contractor's proprietary process, system, maintenance, and/or solution that would prevent competition at a future point or require sustained and non-competitive support.

If a proprietary solution is proposed by a Contractor for a given task order requirement, the Contractor shall mark its proposal accordingly and make it clear to the OCO all limitations and costs associated with the solution.

H.14 PARTNERING

The HCaTS PMO intends to encourage the foundation of a cohesive partnership between the HCaTS SB Contractors, HCaTS PMO, and Federal agency customers to identify and achieve reciprocal goals, with effective and efficient customer-focused service, in accordance with the terms and conditions of HCaTS SB.

Failure to attend meetings, maintain an HCaTS SB webpage, or otherwise not comply with this section may result in activation of Dormant Status (see Sections H.25).

H.15 MEETINGS

From time to time, the Government may require Contractor attendance, including the attendance of Contractor Key Personnel, to meetings at various locations.

Meetings may be virtual, in-person at a Government facility, a commercial conference center, or a mutually agreed upon Contractor facility on a rotational basis, as determined by the Government. Follow-up meetings may be held periodically throughout the term of HCaTS SB in order to assess performance against the goals and to reinforce partnering principles.

The HCaTS PMO may require up to four HCaTS Program Management Review (PMR) meetings per year. The goal of the PMR meetings are to provide a platform for Contractors, HCaTS PMO, and other agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing GSA and Government-wide initiatives, and address HCaTS SB fundamentals. Any Contractor costs associated to PMR meetings shall be at no direct cost to the Government.

H.16 HCATS PMO WEBSITE

The HCaTS PMO will establish an HCaTS PMO website for the purposes of informing our customers, stakeholders, and the general public of the attributes and procedures of HCaTS and HCaTS SB.

The HCaTS PMO website will include, but not be limited to, the following:

1. General overview of the attributes of HCaTS and HCaTS SB, and
2. The HCaTS and HCaTS SB conformed contracts (Sections B through J), and
3. Government point-of-contacts (POCs) information (names, titles, phone numbers, and email addresses), and
4. Contractor Key Personnel POC information (names, titles, phone numbers, and email addresses), and
5. List of contract numbers, company names by Pool and MA-IDIQ task order contracts, and direct POC for issuing task order solicitations by an OCO, and
6. Delegation of Procurement Authority (DPA) process for the OCO, and
7. HCaTS and HCaTS SB training and ordering guides, and
8. Sample procurement templates for the OCO, and
9. Scope review process for the OCO, and
10. Statistical information by Federal agency and Contractor, and
11. Links to other mandatory websites for reporting purposes or ordering procedures, and
12. List of Contractors not eligible for solicitations and awards due to Dormant Status, if necessary, and
13. Frequently asked questions.

H.17 CONTRACTOR HCATS SB WEBPAGE

Within 30 calendar days of the Notice to Proceed, the Contractor shall develop and maintain a current, publicly available webpage accessible via the Internet throughout the ordering period of its HCaTS SB contract and task orders awarded under its HCaTS SB contract. The Contractor shall make its HCaTS SB webpage Rehabilitation Act Section 508 compliant.

The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide the awarded services under HCaTS SB.

At a minimum, this webpage shall include, but is not limited to, the following:

1. Link to the HCaTS PMO website, and
2. General overview of HCaTS SB, and
3. HCaTS SB-related marketing materials and news releases, and
4. Contractor capabilities for HCaTS SB, and
5. Contractor Key Personnel POC information (names, titles, phone numbers, and email addresses), and
6. The HCaTS SB conformed contract (Sections A through K) and all modifications issued within thirty (30) days in pdf, and
7. DUNS Number, and
8. Sustainability Disclosures, if any.

H.18 MARKETING

The Contractor shall maintain participation by actively pursuing work and competing for task order solicitations under HCaTS SB.

The Contractor may develop company-specific HCaTS SB brochures for distribution at trade shows, conferences, seminars, etc., and distribute printed materials to enhance awareness of HCaTS SB.

The Contractor may participate in various conferences and trade shows to facilitate outreach efforts for Federal agency customers and to aid in the marketing of HCaTS SB.

All marketing, promotional materials, and news releases in connection with HCaTS SB contracts or task order awards under HCaTS SB contracts, including information on the Contractor's HCaTS SB webpage, may be co-branded with marks owned or licensed by the Contractor and HCaTS PMO, as long as the Contractor complies with GSAR 552.203-71.

The Government reserves the right to review and approve any marketing, promotional materials, or news releases by a Contractor that are HCaTS SB-related, including information on the Contractor's HCaTS SB webpage.

H.19 MINIMUM TASK ORDER AWARDS OR ESTIMATED VALUE

Starting from the date of the HCaTS SB Notice-to-Proceed, the Contractor shall attain a minimum of three task order awards; or, a total task order estimated value of $750,000.00 (total estimated value of all task orders inclusive of all options); or, show a good faith effort in responding to competitive solicitations released under the Contractor's respective Pool(s) prior to the exercise of Option I under its HCaTS SB contract.

In the event a Contractor is On-Ramped after original contract award, the number of expected task order awards to be attained shall be proportionate with the amount of time spent on the contract in the base period. For example, if the Contractor is On-Ramped to the contract in Year 1, the Contractor would be expected to attain a minimum of two task order awards or total task order estimated value of $500,000.00, or show a good faith effort in responding to competitive solicitations released under the Contractor's respective Pool(s) from the time it was On-Ramped prior to the exercise of Option I.

Failure to attain the expected number of task order awards, estimated value, or respond to competitive solicitations released under the Contractor's respective Pool(s) from the time it was On-Ramped prior to the exercise of Option I may result in Dormant Status. The Government may or may not exercise the option period if a contractor does not meet the above criteria. Exercising the option period is subject to FAR clause 52.217-8 and FAR clause 52.217-9.

H.20 TRAINING AND PERMITS

The Contractor shall provide fully trained and experienced personnel required for performance under task orders awarded under its HCaTS SB contract. The Contractor shall train Contractor personnel, at its own

expense, except when the OCO has given prior approval for specific training to meet special requirements that are unique to a particular task order.

Except as otherwise provided in an individual task order, the Contractor shall, at its own expense, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits, and for complying with any applicable Federal, national, state, and municipal laws, codes, and regulations, and any applicable foreign work permits, authorizations, and/or visas in connection with the performance of any applicable task order issued under HCaTS SB.

H.21 ETHICS AND CONDUCT

Personal services are not authorized under HCaTS SB. HCaTS SB is strictly for non-personal services, which means the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

The Contractor and its employees shall conduct themselves with the highest degree of integrity and honesty and adhere to the policies and procedures as specified in FAR Part 3, GSAR Part 503 and other applicable agency-specific regulatory supplements.

Failure to adhere to proper ethics and conduct may result in activation of Dormant Status.

H.21.1 SUPERVISION

The Contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor under HCaTS SB and the Government will not exercise any supervision or control over the Contractor in the performance of contractual services under HCaTS SB. The Contractor is accountable to the Government for the actions of its personnel.

Contractor employees shall not represent themselves as Government employees, agents, or representatives or state orally or in writing at any time that they are acting on behalf of the Government.

In all communications with third parties in connection with HCaTS SB, the Contractor shall ensure that all Contractor employees identify themselves as Contractor employees and identify the name of the company for which they work, and must not carry out any direction that violates the terms and conditions of HCaTS SB.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under HCaTS SB are informed of the substance of this clause.

If the Contractor believes any action or communication has been given that would create a personal services relationship between the Government and any Contractor employee or any other potential supervision or duty violation, the Contractor shall notify the OCO and HCaTS SB CO immediately of this communication or action.

H.21.2 CONDUCT

The Contractor shall not discuss with unauthorized persons any information obtained in the performance of work under HCaTS SB; conduct business other than that which is covered by HCaTS SB during periods funded by the Government; conduct business not directly related to HCaTS SB on Government premises; use Government computer systems and/or other Government facilities for company or personal business; recruit on Government premises; or, otherwise act to disrupt official Government business.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under HCaTS SB are informed of the substance of this clause.

If the Contractor believes any action or communication has been given that would create a business ethics or conduct violation, the Contractor shall notify the OCO and HCaTS SB CO immediately of this communication or action.

H.21.3 CONFLICTS OF INTEREST

The guidelines and procedures of FAR Part 3 and GSAR Part 503, and FAR Subpart 9.5 and GSAR Subpart 509.5, will be used in identifying and resolving any issues of a conflict of interest under HCaTS SB. The FAR and other applicable agency-specific regulatory supplements will govern task orders awarded under HCaTS SB contracts.

Assuming no real or potential conflict of interest, a Prime Contractor may be a Subcontractor to another Prime Contractor on task orders solicited and awarded under HCaTS or HCaTS SB; however, the OCO may require that the Contractor sign an Organizational Conflict of Interest (OCI) Statement in which the Contractor (and any Subcontractors or teaming partners) agree not to submit any proposal or provide any support to any firm which is submitting (as Prime or Subcontractor) any proposal for any solicitation resulting from the work on a specific task order under HCaTS SB contracts.

All Contractor personnel (to include Subcontractors and Consultants) who will be personally and substantially involved in the performance of any task order issued under HCaTS SB which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement shall execute and submit an Employee/Contractor Non-Disclosure Agreement Form. The OCO will provide the appropriate nondisclosure form specific to the procurement. This form shall be required prior to the commencement of any work on such task order and whenever replacement personnel are proposed under an ongoing task order.

The Contractor shall be responsible for identifying and preventing personal conflicts of interest of its employees. The Contractor shall prohibit employees who have access to nonpublic information by reason of performance on a Government contract from using that information for personal gain.

In the event that a task order requires activity that would create an actual or potential conflict of interest, the Contractor shall immediately notify the OCO of the conflict, submit a plan for mitigation, and not

commence work until specifically notified by the OCO to proceed; or, identify the conflict and recommend to the OCO an alternate approach to avoid the conflict.

The OCO or HCaTS SB CO, if necessary, will review the information provided by the Contractor and make a determination whether to proceed with the task order and process a request for waiver, if necessary.

H.21.4 COOPERATION WITH OTHER CONTRACTORS ON GOVERNMENT SITES

The Government may undertake or award other contracts or task orders for work at or in close proximity to the site of the work under HCaTS SB. The Contractor shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling and performing the work under HCaTS SB to accommodate the working environment, heeding any direction that may be provided by the OCO. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Government employees.

H.22 GOVERNMENT PROPERTY

For task orders awarded under HCaTS SB contracts, Government property matters shall follow the same policies and procedures for Government property under FAR Part 45 and other applicable agency-specific regulatory supplements.

FAR Part 45 does not apply to Government property that is incidental to the place of performance, when the task order requires Contractor personnel to be located on a Government site or installation, and when the property used by the Contractor within the location remains accountable to the Government.

Unless otherwise specified in a task order, the Contractor shall provide all office equipment and consumable supplies at the Contractor's sole and exclusive expense, including computers/ workstations used in daily operation in support of HCaTS SB. The Government will not modify facilities to accommodate contractor-owned equipment or supplies.

The OCO shall tailor property clauses, provisions, and other applicable terms and conditions specific to each task order solicitation and award.

H.22.1 LEASING OF REAL AND PERSONAL PROPERTY

The Government contemplates that leases may be part of a task order solution offered by a Contractor, but the Government, where the Contractor's solution includes leasing, must not be the Lessee. Under no circumstances on any task order awarded under HCaTS SB contracts shall the Government be deemed to have privity-of-contract with the Owner/Lessor of the leased items; or, the Government be held liable for early termination/cancellation damages if the Government decides not to exercise an option period under a task 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 task order has specifically approved such damages as part of the task order's terms and conditions.

H.22.2 GOVERNMENT FACILITIES

The Contractor shall arrange with the OCO or other designated representative for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators, and similar matters.

A Contractor working in a Government facility shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to its employees as necessary.

The Contractor is responsible for ensuring that its employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on its employer and the Federal government.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under HCaTS SB are informed of the substance of this clause.

H.22.3 RIGHTS OF INGRESS AND EGRESS

The rights of ingress to, and egress from, Government facilities for the Contractor's personnel must be specified in the task order. Specific Federally-controlled facilities or those areas located within a given facility may have additional security clearance requirements must be specified in the task order.

Contractor employees, including Subcontractor employees, shall have in their possession, at all times while working, the specific Government identification credential issued by the Government. The identification credential shall be displayed and be visible at all times while on Government property.

During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the facility access policies and the conduct of its personnel. The Government reserves the right to require Contractor personnel to sign-in upon entry and sign-out upon departure from the Government facilities.

The Contractor shall be responsible for ensuring that all identification credentials are returned to the issuing agency whenever contract employees leave the contract, when the task order has been completed, employees leave the company, or employees are dismissed or terminated. The Contractor shall notify the issuing agency whenever employee badges are lost.

H.23 SECTION 508 OF THE REHABILITATION ACT OF 1973

Contractors shall comply with FAR Subpart 39.2 when developing, procuring , maintaining or using electronic and information technology, unless an exception applies as per FAR Section 39.204.

H.24 ON-RAMPING

The total number of HCaTS Contractors may fluctuate due to various reasons, including but not limited to, industry mergers and acquisitions, and changes in contractors' socioeconomic status.. To maintain an

adequate number of Contractors to compete for task orders, HCaTS PMO may determine that it is in the Government's best interest to initiate an on-ramping.

The on-ramping process can add new contractors to the existing pool or create a pool/subpool or a specific socio-economic pool/subpool. The Government determines whether it is in its best interest to restrict the on-ramping participation to the HCaTS existing contractors or to a particular socio-economic group (e.g. 8(a)).

The decision for on-ramping is within the sole discretion of the Government, based on the Government's needs. At the time of an on-ramping, an on-ramping notice and/or solicitation will be posted in Federal Business Opportunities (www.FBO.gov).

The HCaTS PMO will determine whether it would be in the Government's best interest to add additional Contractors in any form (to the existing Pools or by creating a new Pool or Subpool) at any time, subject to the following conditions:

1. A notice/solicitation is published in Federal Business Opportunities in accordance with FAR Part 5, and under then- applicable Federal procurement law
2. Any Offeror that meets the eligibility requirements set forth in the solicitation may submit a proposal
3. The solicitation identifies the total number of new contracts and the award decision is based upon substantially the same evaluation criteria as the original solicitation or as modified
4. The terms and conditions of any resulting awards are identical to the existing version of the respective HCaTS Pool contract
5. The ordering period will be co-terminous with the existing ordering period of other HCaTS Pool contracts

H.25 DORMANT STATUS

Dormant Status is a condition that applies to HCaTS and is not a debarment, suspension or ineligibility status as defined in FAR Subpart 9.4. Grounds for being placed in Dormant Status include, but are not limited to, failure to meet the deliverables and compliance requirements specified under Section F.5 (Performance Standards).

HCaTS shall be reserved for high performing Contractors. Accordingly, if the HCaTS CO determines that any requirement of HCaTS is not being met, a Contractor may be placed in Dormant Status for one or both HCaTS Pools. In Dormant Status, the Contractor shall not be eligible to participate or compete in any subsequent task order solicitations; however, the Contractor shall continue performance on previously awarded and active task orders, including the exercise of options and modifications at the task order level.

Dormant status will be imposed after a careful consideration of the situation and collaboration with the Contractor to resolve the issue. To place a Contractor in Dormant Status, HCaTS CO must notify the contractor, in writing, regarding poor performance or non- compliance issues. The Contractor will be given a reasonable time, at the discretion of HCaTS CO, to provide a remediation plan to correct the

deficiencies/issues. If HCaTS CO is not satisfied with the response, or the remediation plan is not effective, HCaTS CO may issue a final decision, in writing, placing the Contractor in Dormant Status.

Additionally, the final decision will include necessary measures for the Contractor to take to be removed from Dormant Status. The HCaTS CO's final decision may be appealed to the HCaTS Ombudsman under Alternative Disputes Resolution (ADR), or Agency Board of Contract Appeals or United States Court of Federal Claims (See FAR Section 33.201 and GSAR Subpart 533.2).

(END OF SECTION H)
PART II: CONTRACT CLAUSES
SECTION I: CONTRACT CLAUSES

I.1 TASK ORDER PROVISIONS AND CLAUSES

In accordance with FAR Section 52.301, due to the various combinations of contract provisions and clauses that may be optional under an individual task order based on the contract type, statement of work, dollar value and other specific customer agency requirements, the Human Capital and Training Solutions Small Business (HCaTS SB) cannot predetermine all the contract provisions and clauses for future individual task orders. However, all applicable and required provisions and clauses set forth in FAR Section 52.301 automatically flow down to all HCaTS SB task orders, based on their specific contract type, statement of work, competition requirements, commercial or non- commercial determination, and dollar value as of the date the task order solicitation is issued.

All applicable and required provisions and clauses that automatically flow down to task orders shall remain unchanged as of Federal Acquisition Circular (FAC) No. 2005-84, effective date September 3, 2015, throughout the entire ordering period under HCaTS SB. If a future applicable or required provision(s) and/or clause(s) are to the benefit of future task orders solicited under HCaTS SB, the future applicable or required provision/clause may be updated by FAC No. and effective date by a bilateral modification to HCaTS SB.

If the OCO is acquiring commercial items as defined by FAR Subsection 2.101, the OCO shall identify in the task order solicitation the FAR Part 12 provisions and clauses that apply. Furthermore, the OCO shall identify any optional and/or agency-specific provisions and clauses that do not conflict with the provisions and clauses under HCaTS SB for each individual task order solicitation and subsequent award. For optional and/or agency-specific provisions and clauses, the OCO shall provide the provision and/or clause number, title, date, and fill-in information (if any), as of the date the task order solicitation is issued or award is made.

I.2 HCATS SB CLAUSES

The following clauses apply to HCaTS SB and task orders placed under HCaTS SB, as applicable. The clauses and dates remain unchanged throughout the term of HCaTS SB unless changed by a bilateral modification to HCaTS SB.

I.2.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

HCaTS SB incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/.

FAR	TITLE	DATE
52.202-1	Definitions	NOV 2013
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	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
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	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records—Negotiation	OCT 2010
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
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	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Alternate III)	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Alternate IV)	OCT 2010
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011

52.219-8	Utilization of Small Business Concerns* (* NOT MANDATORY)	NOV 2016
52.219-9	Small Business Subcontracting Plan (Alternate II)* (* NOT MANDATORY)	JAN 2017
52.219-14	Limitations on Subcontracting	MAR 2020
52.219-16	Liquidated Damages—Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Re-representation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data—General	MAY 2014
52.227-17	Rights in Data—Special Works	DEC 2007
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes—Fixed-Price (Alternate I)	APR 1984

52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JAN 2017
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-25	Limitation of Liability—Services	FEB 1997
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-6	Termination (Cost-Reimbursement) (Alternate IV)	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991

I.2.2 GSAR CLAUSES INCORPORATED BY REFERENCE

GSAR	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.215-70	Examination of Records by GSA	JUL 2016
552.216-74	Task-Order and Delivery-Order Ombudsman	JAN 2017
552.219-72	Preparation, Submission, and Negotiation of Subcontracting Plans	OCT 2016
552.219-76	Mentor Requirements and Evaluation	MAR 2012
552.228-5	Government as Additional Insured	JAN 2016
552.232-23	Assignment of Claims	SEP 1999
552.232-77	Payment By Government Charge Card	NOV 2009
552.237-73	Restriction on Disclosure of Information	JUN 2009

I.2.3 FAR AND GSAR CLAUSES IN FULL TEXT

I.2.3.1 52.216-18 ORDERING (OCT 1995)

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

(End of Clause)

I.2.3.2 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 the micro-purchase threshold, as amended, 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: $3.45 billion for Pool 1;
(2) Any order for a combination of items in excess of: $3.45 billion for Pool 1; or
(3) A series of orders from the same ordering office within 365 calendar 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 five business days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.2.3.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract in accordance with Section F.4.

(End of Clause)

I.2.3.4 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 90 calendar days from the current ordering period's expiration date.

(End of Clause)

I.2.3.5 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 90 calendar days from the base period's expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 120 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 126 months.

(End of Clause)

I.2.3.6 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

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.2.3.7 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

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

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

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance

and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is

ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

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

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

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

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

I.2.3.8 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this clause-

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

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. [Contractor to complete and submit to the Contracting Officer] The Offeror or Contractor represents that it [ ] will or [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

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

(End of clause)

I.2.3.9 552.216-75 TRANSACTIONAL DATA REPORTING (JUN 2016)

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

(b) *Reporting of Transactional Data*. The Contractor must report all transactional data under this contract as follows:

(1) The Contractor must electronically report transactional data by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website, https://vsc.gsa.gov. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Contract or Blanket Purchase Agreement (BPA) Number.

(ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).
(iii) Non Federal Entity.
(iv) Description of Deliverable.
(v) Manufacturer Name.
(vi) Manufacturer Part Number.
(vii) Unit Measure (each, hour, case, lot).
(viii) Quantity of Item Sold.
(ix) Universal Product Code.
(x) Price Paid per Unit.
(xi) Total Price.

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

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

(4) The Contractor must report the price paid per unit, total price, or any other data elements with an associated monetary value listed in (b)(2) of this section, in U.S. dollars.

(5) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(6) *Reporting Points*.

(i) The acceptable points at which transactional data may be reported include–

(A) Issuance of an invoice; or

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(7) The Contractor must continue to furnish reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order issued against the contract.

(8) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other information that would compromise national security are exempt from this reporting requirement.

(9) This clause does not exempt the Contractor from fulfilling existing reporting requirements contained elsewhere in the contract.

(10) GSA reserves the unilateral right to change reporting instructions following 60 calendar days' advance notification to the Contractor.

(c) Contract Access Fee (CAF).

(1) GSA's operating costs are reimbursed through a CAF charged on orders placed against this contract. The CAF is paid by the ordering activity but remitted to GSA by the Contractor. GSA has the unilateral right to change the fee structure at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change.

(2) Within 60 calendar days of award or inclusion of this clause in the contract, a GSA representative will provide the Contractor with specific written procedural instructions on remitting the CAF, including the deadline by which the Contractor must remit the CAF. The deadline specified in the written procedural instructions will be no less than 30 calendar days after the last calendar day of the month. GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.

(3) The Contractor must remit the CAF to GSA in U.S. dollars.

(4) The Contractor's failure to remit the full amount of the CAF within the specified deadline constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails

to submit the required sales reports, falsifies them, or fails to timely pay the CAF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

(End of provision)

(END OF SECTION I)

PART III: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

J.1 STANDARDIZED LABOR CATEGORIES

J.2 CONTRACT PRICING

HCaTS PMO will provide OCOs with contract pricing only for the award of Time and Material or Labor-Hour sole source contract type task order. For all other types of task orders, pricing is competed at the task order level.

(END OF SECTION J)