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## H.1 Type and Term of Contract

This contract is an Indefinite-Delivery, Indefinite-Quantity (IDIQ) type of contract with fixed unit prices and labor hour prices. The effective period of this contract is for a base term of three (3) years and three (3) months from date of award and, at the option of the government, six successive one-year option years. Task orders under this contract can be Fixed Price or Time and Material.

~~This contract is an Indefinite Delivery, Indefinite Quantity (IDIQ) type of contract with fixed unit prices and labor hour prices. The effective period of this contract is for a base term of four years from date of award and, at the option of the government, six successive one year option years. Task orders under this contract can be Fixed Price or Time and Material.~~

## H.2 Minimum Dollar Guarantee

The total minimum dollar, guaranteed by the Government, is \$2,500 for each awardee, subject only to adjustment in accordance with the dollar limits that would apply in the event that the government exercises its rights under the Termination Clauses of this contract.

## H.3 Overall Contract Maximum Amount

Pursuant to FAR 16.504(a), the total maximum quantity of all supplies and services under the Basic Contract (for all awardees combined) shall not exceed \$5 Billion, including all the Options.

## H.4 Authorized Users

This contract is for the use of all Federal agencies; authorized Federal contractors; agency-sponsored universities and laboratories; and as authorized by law or regulation, state, local, and tribal governments, and other organizations. All organizations listed in General Services Administration (GSA) Order ADM 4800.2D (as updated) are eligible.

## H.5 Minimum Subcontracting Goals

Because of the size, scope, and magnitude of this acquisition, the government anticipates substantial subcontracting opportunities for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. The contractor shall provide a Subcontracting Plan pursuant to FAR 52.219-9, Small Business Subcontracting Plan; in accordance with Section I Clause Number I.2 and Section L.22.4 [Small Business Subcontracting Plan]; and consistent with the outline set out in Section J.3 [Small Business Subcontracting Plan Outline].

Target goals for subcontracting for the program as shown below in Table H-1:

**Table H-1. Small Business Subcontracting Goals**

Category	Target (%)
<b>Total Small Business</b>	<b>30</b>
Small Disadvantaged Business	5
Woman-owned	5
HUBZone	3
Service-disabled Veteran-owned	3
Veteran-owned	3

**NOTE:** The goals are expressed as a percentage of planned subcontracting dollars. The Subcontracting Plan shall contain a separate part for the basic contract period and separate parts for each option period. The Subcontracting Plan shall be an individual plan for this contract, not corporate wide. **Guidance for subcontracting reporting requirement is at <http://www.esrs.gov/>.**

<p><b>Small Business Program Legend</b></p> <p><b>Total Small Business:</b> Total Awards to Small Businesses (includes awards to WOB, SDB, HUBZone, Service Disabled Veteran-owned, and Veteran-owned)</p> <p><b>Small Disadvantaged Business:</b> Total Awards to Small Disadvantaged Businesses.</p> <p><b>Woman-owned:</b> Total Awards to Small Woman-owned Businesses</p> <p><b>HUBZone:</b> Total Awards to Certified Firms Located in Historically Underutilized Business Zones (HUBZone)</p> <p><b>Service Disabled Veteran-Owned (SDV):</b> Total Awards to Small Businesses owned and controlled by Service Disabled Veterans</p> <p><b>Veteran-Owned:</b> Total Awards to Small Businesses owned and controlled by Veterans</p>
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The government intends to monitor the contractor’s adherence to the Subcontracting Plan and continually work to ensure the maximum practicable participation of small business concerns. In addition to the requirement to submit the Individual Subcontract Report and the Summary Subcontract Report as required in FAR 52.219-9, the contractor shall on a semi-annual basis:

1. Provide to the Procurement Contracting Officer (PCO) a concise written summary of activity in the contractor’s subcontracting outreach program (as described in the contractor’s Subcontracting Plan).
2. Provide to the PCO Subcontracting Plan backup data consisting of a spreadsheet showing, in chronological order of subcontract award, the dollar-value of each subcontract, type of subcontract and the name and size of the business concern to which the subcontract was awarded.

3. Attend meetings with representatives of the Contracting Office, the PMO, and the Small Business Administration to discuss the contractor's activity in the contractor's subcontracting program.

The contractor shall use the Electronic Sub-Contracting Reporting System (eSRS) [[www.eSRS.gov](http://www.eSRS.gov)]. The contractor shall utilize the system, at no additional cost to the government.

## **H.6 Restricted Activities and Standards of Conduct**

The contractor and its employees shall conduct business covered by this contract only during periods paid for by the government and shall not conduct any other business on government premises. The contractor shall not use government materials except for the express purpose of providing government support.

The contractor shall not provide assistance to customer personnel in developing customer requirements except as directed in performance of task duties. If requested by the customer to provide such non-task related assistance, the contractor shall immediately contact the PCO to preclude the possibility of conflicts of interest. If the contractor is required to prepare or assist in the preparation of a SOW to be used in a competitive procurement, GSA or any customer will not consider the contractor, its successor-in-interest, assignee, nor affiliates a prime source of supply for, nor allow it to be a subcontractor or consultant to the competitive procurement.

## **H.7 Personnel Conduct**

Personnel assigned by the contractor to work on this contract must be acceptable to the government in terms of personal and professional conduct. Contractor management shall provide sufficient oversight and supervision to ensure employees (direct or subcontracted), are fulfilling their technical responsibilities and doing so in the best interest of the government. It is understood that any personnel assigned by the contractor or subcontractor to the performance of the work hereunder, if in conflict with the best interests of the government, shall be immediately removed from the assigned position. The CO may elect to direct the retention of an individual on a task until a replacement has been approved, or reported, or until a transition has occurred.

Employment and staffing difficulties shall not be justification for failure to meet established schedules, and if such difficulties impair performance, the contractor may be subject to default.

## **H.8 Organizational Conflicts of Interest**

The guidelines and procedures of FAR Subpart 9.5 will be used in identifying and resolving any issues of organizational conflicts of interest at the task order level.

In the event that a task order requires activity that would create or has created an actual or potential conflict of interest, the contractor shall:

1. Notify the PCO of the actual or potential conflict, and not commence or continue work on any task order that involves a potential or actual conflict of interest until specifically notified by the PCO to proceed.
2. Identify the conflict and recommend to the PCO an alternate tasking approach which would avoid the conflict.

If the PCO determines that it is in the best interest of the government to issue or continue the task order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503. In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose, when known, such facts or such conflict of interest to the PCO, the government may terminate this contract for default.

In the event that a task order issued under this contract requires the contractor to gain access to proprietary information of other companies, the contractor shall be required to execute agreements with those companies to protect the information from unauthorized use and to refrain from using it for any purpose other than for which it was furnished.

## **H.9 Disclosure of Information**

The Contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. The Contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with government regulations to prevent disclosure of such information to any party outside the government or government designated support contractors possessing appropriate proprietary agreements, as listed in the paragraphs below.

1. Any GSA or government information made available shall be used only for the purpose of performing contract requirements and shall not be disclosed in any manner to any person except as may be necessary in the performance of the contract.
2. In performance of this contract, the contractor agrees to assume responsibility for protecting the confidentiality of government records and for ensuring that all work is performed under the supervision of the contractor or the contractor's responsible employees.
3. Each officer or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that information disclosed to such officer or employee can be used only for the purpose and to the extent authorized herein. Use of such information for a purpose or to an extent unauthorized herein may subject the offender to criminal sanctions imposed by 18 United States Code (U.S.C.) Section 641. The

law provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisonment of up to 10 years, or both.

4. The Contractor further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. One copy of each signed agreement shall be forwarded to the OCO. These shall be signed prior to work commencing.

**General Services Administration  
Connections II Contract  
NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES**

I, \_\_\_\_\_ (print or type name), as an employee of \_\_\_\_\_ (insert name of company), a Contractor acting under contract to the General Services Administration, Federal Acquisition Service, in administering an unclassified and/or classified system support for \_\_\_\_\_ (client agency name), pursuant to contract number \_\_\_\_\_ (insert contract number), agree not to disclose to any individual business entity or anyone within \_\_\_\_\_ (insert name of employee company) or outside of the company who has not signed a nondisclosure agreement for the purposes of performing this contract: any sensitive, proprietary or source selection information contained in or accessible through this project. Proprietary information/data will be handled in accordance with Government regulations.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. The Contractor's responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104-5(b). Pursuant to FAR 3.104-5, I agree not to appropriate such information for my own use or to release or discuss such information for my own use or to release it to or discuss it with third parties unless specifically authorized in writing to do so, as provided above.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the information therefrom. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the PCO to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

THIS STATEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT STATEMENT MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 641.

\_\_\_\_\_  
(Signature of Contractor Employee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Employee Telephone No.)

## H.10 Internal Revenue Service (IRS): Disclosure of Information - Safeguards and Sanctions

The contractor agrees to comply, and to assume responsibility for its employees' compliance, with the IRS's statutory requirements for disclosure of information as specified by the following:

1. All work shall be performed under the contractor's, or the contractor's responsible employees' supervision.
2. Any Federal Tax Return or Return information (as defined in Internal Revenue Code [IRC] 6103[b][1] and [2]) made available to the contractor shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the IRS. Requests to make such disclosures should be addressed to the GSA PCO.
3. Each officer, employee, or any other person to whom returns or return information is or may be disclosed shall be notified in writing that returns or return information disclosed to such officer or employee can be used only for the purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000.00 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer or employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000.00 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 Code of Federal Regulations (CFR) 301.6103(n).
4. Additionally, the contractor is required to inform its officers and employees of the penalties for improper disclosure that are imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to customer records that contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or disclosure of the specific material is so prohibited, willfully discloses this information to someone who is not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.



### **H.11 Contractor Performance Information**

In conformance with the government's need to record and maintain information on contractor performance during the life of this contract, the government will evaluate, semiannually, the manner in which the contractor performed in accordance with contract requirements such as: quality of service; cost efficiencies; timeliness; business relations; history of reasonable and cooperative behavior; commitment to customer satisfaction; and key personnel. Information obtained as a result of the evaluation(s) may be shared with government agencies for their use in support of future award decisions (reference FAR 42.1500).

### **H.12 Transition**

The contractor shall not recruit on government premises or otherwise act to disrupt government business.

Upon contract award and following a contract start-up meeting, GSA will provide the contract awardees with a list of designated GSA points of contact.

The contractor shall have management and administrative support in place to receive task requests not later than 10 days following contract award. Addresses, telephone numbers, and functional responsibilities shall be provided to the PCO at this time.

### **H.13 On-Call Service**

Contractors shall not be reimbursed while on on-call status away from the work site. The work site is defined as either the contractor's premises or the government site where work is being performed.

Contract employees on on-call status shall have a qualified backup in the event they are unable to respond to a call.

Requests for on-call services may be made orally by the government to the contractor's management by the OCO, but shall be documented in written form within five working days.

When required to report to the work site outside of the employee's normal work hours, the contractor shall be paid, as a minimum, for two hours of service at the fixed hourly rates established in the contract. The two hours minimum includes travel time. Travel expenses will be paid by the government in accordance with the local travel terms and conditions of this contract.

### **H.14 Electronic Access to the Contract**

The contractor shall maintain a current properly redacted copy of the Connections II contract version, including modifications, in accordance with the FOIA on a publicly available Internet web site maintained by the contractor. The contractor shall be

responsible to ensure that current year GSA pricing is posted and publicly available. Current year prices are releasable under the Freedom of Information Act (FOIA).

Offerors are put on notice that GSA may disclose contract pricing information for all contract years, including option years, to:

1. Personnel of Federal agencies who are purchasing or contemplating purchasing under the contract to satisfy their fair consideration obligations.
2. Employees of support contractors that are involved in the administration of the contract, but only after such employees have executed appropriate nondisclosure agreements against further disclosure of such information.
3. Other customers and consultants to the government with a need to access the information, but only after such persons have executed appropriate nondisclosure agreements against further disclosure of such information.

Within 30 calendar days of award, the contractor shall provide a redacted version of the contract to the PCO. Within 5 business days following the PCO's approval of the redactions, the contractor shall post the redacted contract to a public Internet web site. The contractor shall incorporate in the base contract in text, all subsequent changes resulting from contract modifications and submit the updated contract to the PCO as a deliverable for approval within 20 business days after the end of each Quarter, with the first Quarter beginning on October 1<sup>st</sup>. Upon PCO approval, the contractor shall post the updated contract. As necessary, the contractor shall correct and repost redactions at no additional cost to the government.

The contractor shall prepare the proposed redacted version of the contract and subsequent updates in accordance with Freedom of Information Act guidance. The PCO is the final approval authority for all redactions.

The contractor shall also establish a baseline and maintain current non-redacted pricing B-Tables. Within 30 calendar days after award, the contractor shall provide electronically a baseline non-redacted version of all pricing B-Tables. After award, all changes resulting from contract modifications shall be incorporated in the baseline and updates made available to the PCO by the 5<sup>th</sup> business day of each month.

## **H.15 Price Reductions**

1. The contractor may waive any non-recurring charge, including an installation or Service Initiation Charge or a Cancellation Charge (CC), at any time, to any customer.
2. The contractor may reduce contract prices at any time. Price reductions shall be subject to the following conditions:
  - a. The contractor shall propose all price reductions to the GSA PCO.
  - b. The proposed price reduction shall become effective on the first day of the next invoicing period after the execution of a bilateral contract modification.

- c. Price reduction proposals shall include all contract pricing tables, and the effective date(s) of the price reduction. The contractor shall provide all revised pricing tables in an electronic format (or formats) that complies with contractual specifications.
3. The contractor may discount any contract line item (CLIN) on a task order-specific basis at any time.

## **H.16 News Releases**

News releases pertaining to this contract shall not be made without prior approval of the GSA PCO. A minimum of two working days notice is required for approval.

## **H.17 Facilities, Supplies and Services**

### **H.17.1 Off-Site Task Order Related Services (Non Government Facilities)**

The government anticipates that some orders for contract equipment and services associated with this contract will not be supported on government facilities. An order may direct that required work be performed at a facility to be furnished by the contractor. The order may also indicate restrictions on the location of the contractor's facility such as within 60 minutes of the customer's facility, or within 30 miles of the customer's facility. In addition, the contractor may be requested to provide the following office and task specific items:

1. Office, workspace, telephone and Internet access
2. State of the art equipment with reasonable refreshment, including computer hardware, software, networks, electronic interfaces to company and GSA; and on orders, to customer systems
3. Materials, supplies and services
4. Security systems, devices and equipment, including safeguarding of classified materials to the secret level.

### **H.17.2 Contractor Supplied**

The contractor shall furnish the following at no direct cost to the government:

1. Contract-related services are administrative and management functions necessary to support the contract, and the hardware, software, and communications systems necessary to interface effectively and efficiently with the GSA. These include, but are not limited to: financial management, recruiting, interviewing, training, payroll preparation, travel arrangements, task proposal preparation, obtaining security clearances, contracting, and clerical support.

2. When not specifically furnished by the government under the terms of a task order, office and working space for contract-related services.
3. When not specifically furnished by the government under the terms of a task order, office equipment and expenses necessary to perform contract-related services including: IT and network operations, printing, photocopying, communications, postage, express mail, paper and copying supplies, local and long distance telephone service, and other services, equipment and supplies required in support of this contract.

## H.18 Permits

The contractor shall, without additional expense to the government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, state, and municipal laws, codes, and regulations, and any applicable foreign work permits, authorizations, etc., and/or visas in connection with the performance of the contract.

## H.19 Special Requirements For Work In Areas Containing Asbestos

1. This contract incorporates those requirements of the Occupational Safety and Health Administration (OSHA) asbestos regulations contained in Title 29, Part 1910 of the CFR. All installation and/or site preparation work undertaken in areas containing asbestos shall be conducted in accordance with these requirements. If during the course of performance under this contract, the contractor suspects contact with hazardous or toxic materials/substances, such as asbestos, polychlorinated biphenyls (PCBs), explosives, or radioactive materials, as specified in Subpart H and Z of 29 CFR 1910 and Federal Standard 313, the contractor shall immediately inform the GSA OCO of these harmful materials/substances, their exact whereabouts, and the identity of those individuals who have been exposed to these harmful materials/substances.
2. The contractor shall stop work immediately upon discovery of asbestos and shall incur no penalties for delay, provided all other requirements of Section C are met. The government does not intend to require the contractor to remove asbestos.
3. The contractor shall not disturb suspected harmful materials/substances but shall take responsible measures to prevent exposure to individuals, pending receipt of direction from the GSA OCO. The GSA OCO will coordinate any necessary action with the GSA COTR and the building owner.

The contractor shall maintain full responsibility and liability for compliance with all applicable regulations pertaining to the protection of workers, visitors to the site and persons occupying affected and adjacent areas. The contractor shall hold the government harmless against injury resulting from failure on the contractor's part or on the part of the contractor's employees or subcontractors to comply with any applicable safety or health regulation.

## H.20 Historic Buildings

The contractor shall be in compliance with 36 Code of Federal Regulations (CFR) Part 800 and all aspects of the *Handbook Procedure for Historic Properties*, March 2, 1981, PBS P 1022. For any historic buildings requiring labor services, the contractor shall provide a plan for the proposed types of work that will occur. This Site Preparation Plan (Historic Building) will be reviewed by the Historical Preservation Officer, Public Buildings Service (PBS) and the applicable State Historic Preservation Office to determine if the proposed types of work are in compliance with the Secretary of Interior's Standards. If the proposals are found to be acceptable, the appropriate approval documents will be issued by the PBS authorizing the contractor to proceed with the installation.

Under no circumstances shall the contractor proceed with work in a historic building until the appropriate approval to proceed has been issued. This requirement applies to all buildings that are on the National Historic Register listing.

As soon as any work is contemplated, the contractor shall contact the involved building managers, who in turn will contact and work closely with the Historical Preservation Officer(s). Further contacts with the appropriate State Historical Preservation Officers, the National Advisory Council on Historical Preservation and other concerned authorities will be coordinated through the designated Historical Preservation Officers. Extraordinary costs associated with working in historic buildings may be billed as ODC.

### H.20.1 Historical Preservation Officer - Public Buildings Service (PBS)

Contact: Name: (To be identified at or after contract award)  
Location: (To be identified at or after contract award)  
Telephone No: (To be identified at or after contract award)

### H.20.2 Historic Buildings Reference Documents

All work performed in historical buildings shall conform to the requirements contained in the documents identified in this section.

1. *Maintenance, Repair and Alterations of Historic Buildings*, August 20, 1981, PB82104928, Department of Commerce National Technical Information Service, Telephone 1-800-553-6847.
2. *Handbook Procedure for Historic Properties*, March 2, 1981, PBS P 1022.2, Available from the PCO

## H.21 Insurance

1. Not later than five (5) business days after contract award, the contractor shall provide to the PCO, at its own expense and from its insurer(s) rated by A.M. Best at "A" or better and licensed to do business in each state in which the work

related to the GFP is to be performed, a binding letter of commitment that guarantees after award the insurance outlined in items 2a through 2e. The coverage specified in items 2(a) and 2(b) may be provided through one or more policies other than standard Commercial General Liability and Automobile Liability, provided that the resulting coverage is equal to or greater than the coverage described in items 2a and 2b. Said policies shall provide that policies shall not be changed, altered or cancelled until thirty (30) days written notice has been given to the government. Any such cancellation, change or alteration shall not relieve the offeror of its continuing obligation to maintain insurance coverage in accordance with this Section. Within 15 days after contract award, the Connections II contractor shall provide a certified copy of the insurance policies or policy addendum(s) by this Paragraph 2. (If requested)

- a. Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)
- b. General liability:
  - 1) The contractor shall obtain bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
  - 2) Property damage liability insurance shall be required only in special circumstances as determined by the agency within an order. Commercial General Liability Insurance, on an occurrence basis, including but not limited to premises-operations, broad form property damage, products/completed operations, contractual liability, independent contracts, and personal injury, with minimum limits as identified in the order (combined single limit for each occurrence).
- c. Automobile liability. The contractor shall obtain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability

coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- d. Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the contractor shall obtain aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.
- e. Vessel liability. When contract performance involves use of vessels, the contractor shall obtain appropriate vessel collision liability and protection and indemnity liability insurance.

## **H.22 Limitation of Warranty for Government Furnished Software**

In lieu of any other warranty expressed or implied herein, the government warrants that any programming aids and software packages supplied for contractor use as government-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by the government from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s).

Should government-furnished programming aids or software packages not be suitable for their intended use on the system(s) for which designed, except where such property is furnished "as is," the contractor shall notify the CO and supply documentation regarding any defects and their effect on progress under this contract. The CO will consider equitably adjusting the delivery performance dates or order price, or both, and any other contractual provision affected by the government-furnished property in accordance with the procedures provided for in the clause of this contract entitled "Changes".

## **H.23 Contractors Commitments, Warranties, and Representations**

Any written commitments by the contractor within the scope of this contract shall be binding and shall render the contractor liable for damage to the government under the terms of this contract. A written commitment by the contractor shall be limited to the proposal submitted by the contractor and to specific written modifications, further defined as including:

1. Any warranty or representation made by the contractor in a proposal as to software, systems performance, and other physical design or functioning characteristics of a component or system.

2. Warranties or representations made by the contractor concerning the characteristics of items, made in any literature, descriptions or specifications accompanying or referred to in a proposal.
3. Written modification, affirmation, or representation as to the above which is made by the contractor in or during the course of negotiations, whether or not incorporated formally into the proposal.

#### **H.24 Rehabilitation Act of 1973**

Goods and services delivered under this contract shall meet the applicable technical provisions of the Access Board found at 36 CFR 1194, parts B, C and D or provide equivalent facilitation.

#### **H.25 Key Personnel and Personnel Substitutions**

Key personnel are those personnel considered essential to successful contractor performance. The Program Manager is the only key personnel required under the basic contract – other key personnel may be designated at the discretion of the OCO. The Program Manager shall be identified in the submitted proposal and shall commence work upon contract award.

All requests for approval of substitutions of key personnel under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the PCO. All substitutions proposed during the duration of this contract must have, at a minimum, the qualifications of the person being replaced. The PCO will evaluate such requests and promptly notify the contractor in writing of his determination to accept or reject the substitution.

The government shall be notified within five days after substitution of key contract personnel.

When the contractor becomes aware that a task order employee will be, or is unavailable to work under this contract for a continuous period exceeding ten working days, the contractor shall immediately notify the PCO or the OCO or the appropriate government representative, and replace such personnel with personnel of equal or superior qualifications, within ten working days of notification or as required by the government.

Substitutions may be made in task staffing under the following conditions:

1. The contractor shall notify the CO at least ten working days before making changes in task personnel from one task to another.
2. The contractor shall provide a replacement resume to the CO or appropriate government representative at the time of notification.



3. The resume of the replacement shall be approved prior to assignment of the replacement and prior to transfer of the individual.

### **H.25.1 Labor Category Education Substitutions**

At the discretion of the ordering contracting officer, *specifically applicable* years of experience, in the skills required, may be substituted for formal education requirements. This must be determined on a case by case basis for each Task Order where requested by the contractor.

### **H.26 Performance-Based Services Contracting (PBSC)**

Pursuant to FAR 37.6, performance-based contracting techniques will be applied to task orders issued under this contract to the maximum extent practicable.

### **H.27 Facility, Personnel, and Systems Security Considerations**

Security requirements will be dictated by agency specific requirements, specified on individual Task Orders. Examples of such requirements are The Office of Management and Budget (OMB) Circular A-130, The Federal Information Security Management Act (FISMA), NIST FIPS PUB 140-2 Security Requirements for Cryptographic Modules, the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP), and the National Information Assurance Certification and Accreditation Process (NIACAP) NSTISSI-1000.

#### **H.27.1 Homeland Security Presidential Directives-12 (HSPD-12)**

The Contractor shall comply with agency personal identity verification procedures identified in individual Task Orders that implement Homeland Security Presidential Directives-12 (HSPD-12); OMB guidance M-05-24; and Federal Information Processing Standards Publication (FIPS PUB) number 201. The Contractor shall insert the above paragraph in all subcontracts when the subcontractor is required to have physical access to a federal controlled facility or access to a Federal information system.

#### **H.27.2 Information Assurance (IA)**

Information Assurance (IA) capabilities and actions protect and defend network availability, protect data integrity and provide the ability to implement effective computer network defense.

When stipulated in individual Task Orders, the Contractor shall provide cost effective, timely and proactive IA measures and controls including any required documentation. Corrective actions shall be established and implemented to mitigate risks before exploitation and to protect against vulnerabilities and threats once they have been

identified. Innovative approaches and best business practices are to be established and utilized for information system security.

In addition to HSPD-12, the Contractor shall comply with agency specific information assurance requirements. These requirements may include, but are not limited to: personnel security clearances/background checks; operations--security risk assessments, vulnerability of management processes and plans, installation/configuration of IA compliance documentation; and defense of the environment-- including hardware & software, the networks, and supporting infrastructure, as dictated by the nature of the information (classified/unclassified) and associated risk.

The contractor shall provide access to the Contractor's facilities, personnel and documents for the purposes of audit or inspection by an authorized Inspector General (IG) or designated security certification activity to ensure appropriate IA practices are in place. Additional IA information is available at <http://csrc.nist.gov/publications/PubsNISTIRs.html>.

### **H.27.3 Security Clearances**

The contractor may be required (at no additional cost to the government) to obtain/possess varying levels of personnel and facility security clearances up to U.S. Government TOP SECRET/Sensitive Compartmented Information (TS/SCI). Only those Offerors that meet the required security clearance levels on individual Task Orders shall be eligible to compete under Fair Opportunity. When classified work is required on an individual Task Order, the Contract Security Classification Specification, (DD Form 254 or agency equivalent) will be issued to the Contractor by requiring agency. The DD Form 254 is available at the following site:

<http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo51.html>.

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

### **H.28 Section 508 Compliance**

The contractor shall ensure that any Electronic and Information Technology (EIT) procured at the task/delivery order level shall meet the applicable accessibility

standards at 36 CFR 1194, if applicable. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended. This standard is viewable at [www.section508.gov](http://www.section508.gov).

## **H.29 Earned Value Management System**

When Earned Value Management (EVM) is determined to be applicable to an individual Order, the provisions and clause FAR 52.234-2, 52.234-3, 52.234-4 applies.

## **H.30 Labor Subject to the Davis-Bacon Act & the Service Contract Act**

### **H.30.1 Labor Subject to the Davis-Bacon Act**

To the extent that any labor items are subject to the Davis-Bacon Act and are within scope of a task order, the OCO must identify such work on the task order and apply wages in accordance with FAR 22.4, Davis-Bacon Act Wage Determinations.

Any construction, alteration and repair shall be firm fixed price, even if other aspects of the Order are another Order type.

The Connections II contract does not include all applicable flow-down clauses for labor categories subject to the Davis-Bacon Act. Each task order must be tailored to include the appropriate clauses.

### **H.30.2 Labor Subject to the Service Contract Act (SCA)**

Connections II labor categories are considered bona fide executive, administrative, professional labor and generally exempt from the SCA.

To the extent that any labor is subject to the SCA and within scope of a task order, the OCO must identify such work on the task order and apply wages in accordance with FAR 22.10, Service Contract Act Wage Determinations.

The Connections II contract does not include wage determinations or all applicable flow-down clauses for labor categories subject to the Service Contract Act. Each task order must be tailored to include the appropriate clauses and wage determinations.

## **H.31 Non-Personal Services**

1. This contract is a “non-personal services contract” as defined in FAR 37.101. It is therefore, understood and agreed that the contractor and/or the contractor’s employees: (1) shall perform the services specified herein as contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with

respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject the work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

2. The contractor's employees and subcontractors must make clear, in dealings with the public, federal employees, or other contractors that they are not federal employees. To minimize possible confusion, contractors and subcontractors are not permitted to wear clothing or other items (apart from official identity credential) bearing the name, logo, or seal of a federal agency while performing work under this contract.

### H.32 Electronic Products Environmental Assessment Tool

If electronic hardware is procured in an individual Order under the Basic Contract, GSA encourages Contractors to participate in and to utilize the Electronic Products Environmental Assessment Tool (EPEAT). EPEAT is a procurement tool designed to help institutional purchasers evaluate, compare, and select desktop computers, laptops, and monitors based upon their environmental attributes as specified in the consensus-based IEEE Standard for the Environmental Assessment of Personal Computer Products (1680).

On individuals Orders, when products meeting the IEEE Standard are available, additional consideration will be provided for products meeting EPEAT Silver or EPEAT Gold registration requirements. The Contractor shall be responsible for ensuring equipment meets the latest EPEAT registration requirements before it is delivered. The registration requirements and a list of all equipment meeting the requirements are provided at: [www.epeat.net](http://www.epeat.net). If EPEAT is applicable on an individual Order, suppliers are required to provide quarterly reports quantifying the number of EPEAT registered products purchased under this contract. The information must be reported in the matrix below, providing the following data for the current quarter, the fiscal year, and the duration of the Order.

	<b>Non-EPEAT Registered Products</b>	<b>Bronze</b>	<b>Silver</b>	<b>Gold</b>
<b>Desktops</b>				
<b>Servers</b>				
<b>Monitors</b>				