

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL DESCRIPTION AND PRICE SCHEDULE

The COMMERCE Information Technology Solutions (COMMITTS) program is an indefinite delivery, indefinite quantity (ID/IQ) task order contracts designed to provide the Federal Government, and if authorized, State and Local and other Government agencies including the District of Columbia Government, information technology solutions. These contracts will be awarded to small, small disadvantaged, small disadvantaged 8(a), and women-owned small businesses.

The program's objective is to make available of high quality, small, small disadvantaged, small disadvantaged 8(a), and women-owned small businesses, to provide information technology solutions within three major functional areas. These functional areas are Information Systems Engineering (ISE) Support Solutions, Information System Security (ISS) Support Solutions, and Systems Operations & Management (SOM) Support Solutions.

The contracts are solution-based. Under this structure, the basic contracts do not contain fixed contract line item numbers (CLINS) or labor rates. Instead COMMITTS contractors are free to propose the best solution to the specific task order requirement. Unless exempted (see FAR 16.505(b)(2)), each task order will be competed under the COMMITTS fair opportunity competitive procedures (See attachment J -1). The COMMITTS Fair Opportunity competitive procedures will maintain an ongoing competitive environment throughout the life of the contracts. Free from the constraints of prescribed CLINS and products, the solution-based structure will significantly improve each contractor's ability to craft innovative and state-of-the-art solutions. The contract structure will significantly reduce contract administration burden by eliminating technology refreshment and engineering change proposals which are usually required to keep the contract's products and labor rates current.

a. Price Schedule

Offerors shall complete Attachment J-9 – Pricing for Contract Performance and Solicitation Evaluation, Part I – Direct Labor Pricing Spreadsheets, indicating all labor categories the Offeror will utilize to provide services under the COMMITTS Program. As indicated in the price schedule, labor rates provided shall include both burdened and unburdened labor rates. Rates included in Attachment J-9, Part I, shall be valid for the base ordering period (from contract award through June 30, 2001) and will be used to verify pricing and/or price/cost-type task orders competed under the COMMITTS Program. For purposes of pricing COMMITTS task orders, rates included Attachment J-9, Part I, are ceiling pricing to which the Contractor will be bound. Moreover, rates included in J-9 shall comply with the Service Contract Act and prevailing wage determination in Attachment J-10, No. 94-2101, Rev. 21, dated 06/09/2000.

Rates included in Attachment J-9, Part I – Direct Labor Pricing Spreadsheets, (with the exception of rates used in Part II for evaluation purposes), shall not be published or included as line items in the COMMITTS contract and are considered to be proprietary contractor information.

b. Escalations for Option Years

Sixty days (60) prior to the completion of each performance year under the COMMITS contract, Contractors will be afforded the opportunity to adjust rates included in Attachment J-9, Part I – Direct Labor Pricing Spreadsheets. Adjustments to rates shall be binding, and applicable to the option year being exercised. These rates will be used to verify pricing and price task orders competed under the COMMITS Program.

Adjustments to these rates will be based on the following:

i. *Labor Categories Covered by the Service Contract Act*

(1) Price adjustments to labor categories covered by the Service Contract Act, Reference Clause I.1, FAR 52.222-41, will be made in accordance with the prevailing wage determination for the Washington, DC, metropolitan area and Clause I.1, FAR 52.222-23 – Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts).

(2) Adjustments to burdened labor rate variable cost elements, such as overhead, G & A, and indirect rates will be made based on the Contractor's DCAA audited rates for the previous and/or current accounting year as deemed appropriate by the Contracting Officer. Adjustments to profit included in the burdened labor rates will not be allowed, unless deemed necessary and/or appropriate by the Contracting Officer given current economic and/or competitive conditions.

ii. *Labor Categories not Covered by the Service Contract Act*

Price adjustments to labor categories not covered by the Service Contract Act, (reference Clause I.1, FAR 52.222-48 – Exemption from Application of Services Contract Act Provisions for Contracts for Maintenance Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment – Contractor Certification), shall be made as follows:

(1) The COMMITS Program Office shall utilize the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index, Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Selected areas, All Items Index, Washington-Baltimore, DC-MD-VA-WV, annual average.

Adjustments to pricing for these labor categories shall be conducted as follows:

(a) CPI for current period (as of April 30 of current performance period)

(b) Less CPI for previous period (ending June 30 of previous performance period)

(c) Equals Index Point Change

- (d) Divided by previous period CPI
- (e) Equals Point Difference
- (f) Result multiplied by 100
- (g) Equals percent change
- (h) Mathematical Example:

CPI for current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.1
Divided by pervious period CPI	129.9
Equals	0.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

- (2) Price adjustments shall be made utilizing the total percentage change of the referenced CPI index above, and shall apply to both burdened and unburdened rates. The percentage change will be used to adjust direct labor costs/wages only.
- (3) Adjustments to burdened labor rate variable cost elements, such as overhead, G & A, and indirect rates will be made based on the Contractor's DCAA audited rates for the previous and/or current accounting year as deemed appropriate by the Contracting Officer. Adjustments to profit included in the burdened labor rates will not be allowed, unless deemed necessary and/or appropriate by the Contracting Officer given current economic and/or competitive conditions.
- (4) Information about the Consumer Price Index can be found at website address <http://www.bls.gov/cpihome.htm>.

B.2 1352.216-72 Minimum and Maximum Contract Amounts (MAR 2000)

During the period specified in the Ordering Clause (Clause I. 3, FAR 52.216-18), the Government shall place orders totaling a minimum of \$5,000.00. The amount of all orders shall not exceed \$1,500,000.00.

CONTRACT MINIMUM/MAXIMUM

The Government intends to award multiple contracts in each of the ~~COMMITTS~~ functional areas. In the base period of the awarded contracts, the minimum amount for each award will be \$5,000. Orders beyond the minimum will be determined by user needs and results of fair opportunity competitions. The exercise of an option does not re-establish the contract minimum.

B.3 FULFILLING MINIMUM ORDERING REQUIREMENTS

The Government has no obligation to issue task orders to the Contractor beyond the minimum amount specified ~~in Clause B. 2 Minimum and Maximum Contract Amounts~~ ~~above (\$5,000)~~. While ~~the awarded~~ contractors will receive the minimum, it is intended that ~~the~~ contractors will compete for that amount under the contract's fair opportunity procedures. If at the end of the base period of the contract, a contractor has not been awarded a task order(s) of at least \$5,000 in total value, the COMMITS program office will direct awards to meet the contractual obligation. Once the contractor has received task orders valued at the minimum, the Contractor will continue to have the opportunity to be issued task order(s) under the COMMITS contract unless notified by the COMMITS ~~Contracting Officer~~ ~~GO~~ in accordance with Clause G.7 – ~~Performance~~.

The specific solution including services, products, quantities, and performance metrics will be ~~identified by the contractors proposal and~~ incorporated into each ~~task delivery~~ order. The maximum cumulative dollar amount that may potentially be awarded, to all contractors combined, under COMMITS is \$1,500,000,000.

B.4 1352.216-72 CONTRACT TYPE (MAR 2000)

~~This contract provides for firm-fixed price, fixed price with incentive fee, cost plus fixed-fee, cost plus award fee, time and materials, and labor-hour with options task order awards for service based information technology solutions. The contract provides for a base ordering period from contract award through June 30, 2001, three one-year options for awarding tasks orders, and five one-year options for completing task order performance.~~

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 1352.211-70 STATEMENT OF WORK/SPECIFICATIONS (MAR 2000)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work/Specifications.

- a. The scope of the efforts to be acquired under the COMMITS contracts includes the full range of information technology requirements across three functional areas: Information System Engineering (ISE) Support Solutions, Information System Security (ISS) Support Solutions, and System Operations & Maintenance (SOM) Support Solutions. As a “solutions” based vehicle, the contract scope includes all products and services necessary to meet the requesting activity’s requirement.
- b. COMMITS provides Information Technology (IT) solutions for Federal Government, and if authorized, State and Local and other Government agencies, including the District of Columbia Government. Work may be performed at headquarters and/or field offices located both throughout the United States and abroad, as specified in each task order.

C.2 COMMITS STATEMENT OF WORK

- a. The SOW contained herein is intended to outline the general requirements required of vendors under COMMITS. Specific details of work assignments, deliverables, documentation, training, applicable government/departmental/industry standards, etc., will be provided in individual task orders.
- b. The following primary functional areas and examples of the types of tasks included under each are listed below. Other IT efforts, as required, can be obtained under this SOW.

C.2.1 INFORMATION SYSTEMS ENGINEERING (ISE) SUPPORT SOLUTIONS

The COMMITS contractors awarded contracts under this functional area shall provide, as ordered, the full range of information systems engineering support solutions. ISE tasks include, but are not limited to, such functional requirements as:

1. IT Strategic Planning, Program Assessment, and Studies

The Contractor shall provide resources to perform the development, analysis, and implementation of IT strategies, architectures, program planning and assessment, and risk, trade-off, requirements, alternatives, and feasibility studies that advance the goals and objectives of the Government.

2. Business Process Reengineering (BPR)

The Contractor shall provide resources to perform the development, analysis, and implementation of improvements in the flow of business, work, and program processes and tool utilization.

3. Software Life Cycle Management (SLCM)

The Contractor shall provide resources to perform any or all phases and stages of SLCM, including planning, analysis, development, troubleshooting, integration, acquisition, installation, operation, maintenance, training, documentation, and administration. The Contractor may be responsible for obtaining and/or supporting the necessary software, hardware, firmware, resources, etc. required for a system project.

4. Software Engineering

The Contractor shall provide software engineering to perform (including planning, analysis, design, evaluation, testing, quality assurance, and project management) the application of computer systems through computer programs, procedures, tools, and associated documentation.

5. Software Maintenance and Licensing

The Contractor shall provide resources to perform analysis, development, evaluation, and management of a software licensing program that will consider agency technology requirements and provide maximum benefit of low prices and ease of management for the organization.

6. Electronic Data Interchange (EDI), Electronic Commerce (EC) Support

The Contractor shall provide resources to support, define, develop, and maintain electronic inter-organizational business networks. Efforts in this area include the full range of web technologies such as web-enabled applications, Public Key Infrastructure, electronic payments.

7. Independent Validation and Verification Support

The Contractor shall provide resources to define, develop, and conduct Independent Validation and Verification (IV&V) Tests to assess: 1) the capacity of BPR to improve system services and capabilities; 2) Software Life Cycle Management (SLCM) functions; and 3) the support provided for electronic commerce. Validation tests shall be designed to ensure that the developed software fully addresses the requirements established to provide specific system operation functions and capabilities. Verification testing shall be designed to determine whether the software code is logically correct for the operation functions for which it was designed.

8. IT Research and Development

The Contractor shall provide resources to perform IT research and development efforts. This includes the development and testing of state-of-the-art systems or next generation systems and components. Additionally, the contractor shall analyze and report on new technologies and concepts.

9. Other ISE Tasks

The Contractor shall provide resources to perform other IT-related tasks that may not have been specifically mentioned in the above paragraphs. The contract is intended to cover all types of IT solutions. It would be impossible to identify all requirements and/or anticipate how technology will evolve over the life of the contract. Therefore, the contractor shall be capable of providing the broad range of IT solutions and keep current with emerging technologies.

C.2.2 INFORMATION SYSTEMS SECURITY (ISS) SUPPORT SOLUTIONS

The COMMITS contractors awarded contracts under this functional area shall provide, as ordered, the full range of information systems security support solutions. ISS tasks include, but are not limited to, such functional requirements as: Mainframe Automated Information Security Support

The Contractor shall provide operational and analytical resources related to security for mainframe information assets.

1. Disaster Recovery, Continuity of Operations, and Contingency Planning

The Contractor shall provide resources to perform functions such as; disaster recovery, continuity of operations, and contingency planning support, including those for software applications, which are processed on various computer platforms (e.g., personal computers, mainframes, and mini-computers).

2. Computer Security Awareness and Training

The Contractor shall provide the resources necessary to perform computer security awareness and training.

3. Computer Security Incident Response

The Contractor shall provide the resources necessary to perform computer security incident response support.

4. Virus Detection, Elimination, and Prevention

The Contractor shall provide virus detection, elimination, and prevention support.

5. Computer Security Plan Preparation

The Contractor shall provide resources necessary to prepare and support computer security plan preparation.

6. Certification of Sensitive Systems

The Contractor shall provide resources necessary to certify sensitive systems.

7. Quantitative Risk Analysis of Large Sensitive Systems

The Contractor shall provide resources necessary to perform quantitative risk analyses of large sensitive systems, generally including the risk analysis package as an attachment to the system security plan.

8. Security for Small Systems, Telecommunications, and Client Server

The Contractor shall provide resources necessary to perform security for small systems, telecommunications, and client server support.

9. Independent Verification and Validation

The Contractor shall provide resources to define, develop, and conduct Independent Validation and Verification (IV&V) Tests for information system security functions. This includes, but is not limited to such functions as Mainframe Automation Information Security; Certification of Sensitive Systems; and Security for Small Systems, Telecommunications, and Client Server.

10. Other ISS Tasks

The Contractor shall provide resources to perform other IT-related tasks that may not have been specifically mentioned in the above paragraphs. The contract is intended to cover all types of IT solutions. It would be impossible to identify all requirements and/or anticipate how technology will evolve over the life of the contract. Therefore, the contractor shall be capable of providing the broad range of IT solutions and keep current with emerging technologies.

C.2.3 SYSTEMS OPERATIONS & MANAGEMENT (SOM) SUPPORT SOLUTIONS

The COMMITTS contractors awarded contracts under this functional area shall provide, as ordered, the full range of system operations and management support solutions. SOM tasks include, but are not limited to, such functional requirements as:

1. Office Automation Support/Help Desk

The Contractor shall provide resources to perform, planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration for office automation systems. The Contractor shall also maintain a centralized technical assistance service that supports problem resolution and distributes general information concerning office automation.

2. Network Support

The Contractor shall provide resources to perform the planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration for all types of data networks, including, but not limited to, enterprise systems, the Interdepartmental Data Network (IDN) "backbone", Local Area Networks (LAN), Wide Area Networks (WAN), client-server, Internet access, and videoconferencing. The Contractor shall also maintain a centralized technical assistance service that supports problem resolution and distributes general network

information.

3. Computer Center Technical Support

The Contractor shall provide resources to perform the planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration for computer centers. The Contractor shall also maintain a centralized technical assistance service that supports problem resolution and distributes general computer center information.

4. Media/Learning Center Support

The Contractor shall provide resources to perform the planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration services for multi-media and education centers. The Contractor shall also maintain a centralized technical assistance service that supports problem resolution and distributes general multi-media and learning information.

5. Telecommunications Support

The Contractor shall provide resources to perform the policy, procedural, and organization support; perform operation and maintenance of existing and future telecommunications systems; perform system installation and enhancement of new or existing telecommunications systems and networks; and provide user training.

6. Seat Management

The Contractor shall provide desktop computing as a service and the Government will purchase these services as a utility and will pay for them by the "seat." The services could include the entire suite of hardware, COTS software, connectivity, and support services required to deliver the support to the desktop.

7. Independent Verification and Validation

The Contractor shall provide resources to define, develop, and conduct Independent Validation and Verification (IV&V) Tests for Office Automation Support/Help Desk; Network Support; Computer Center Technical Support; and Telecommunications Support.

8. Other SOM Tasks

The Contractor shall provide resources to perform other IT-related tasks that may not have been specifically mentioned in the above paragraphs. The contract is intended to cover all types of IT solutions. It would be impossible to identify all requirements and/or anticipate how technology will evolve over the life of the contract. Therefore, the contractor shall be capable of providing the broad range of IT solutions and keep current with emerging technologies

SECTION D – PACKAGING AND MARKING

D.1 GENERAL

Each task order shall contain any packing or marking information unique to that requirement. At a minimum, unless otherwise specified by an individual Task Order, the following paragraphs shall be applicable to all Task Orders issued under this Contract.

D.2 FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.247-29	F.O.B. Origin	JUN 1988
52.247-34	F.O.B. Destination	NOV 1991
52.247-62	Specific Quantities Unknown	APR 1984

D.2 F.O.B. POINT

All items shall be shipped F.O.B. destination with all shipping and transportation costs prepaid in accordance with Clause D.2, FAR 52.247-29 – F.O.B. Origin, unless otherwise provided for in individual task orders.

D.3 1352.247-70 PACKING FOR DOMESTIC SHIPMENT (MAR 2000)

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation.

~~D.3 PACKAGING~~

~~The Contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.~~

D.4 1352.247-72 MARKING DELIVERABLES (MAR 2000)

The contract number and task order number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items call for by individual task orders, except for reports. Mark deliverables, except for reports, to include:

- a. Name of contractor
- b. Contract number
- c. Task order number
- d. Description of items contained therein.

~~D.4 MARKING~~

~~Containers shall be clearly marked as follows:~~

- ~~a. NAME OF CONTRACTOR;~~
- ~~b. CONTRACT NUMBER;~~
- ~~c. TASK ORDER NUMBER;~~
- ~~d. DESCRIPTION OF ITEMS CONTAINED THEREIN.~~

SECTION E – INSPECTION AND ACCEPTANCE

E.1 GENERAL

At a minimum, the following paragraphs shall be applicable to all Task Orders issued under this Contract, unless otherwise specified by an individual Task Order. Additional inspection and acceptance requirements may be specified in each Task Order (TO).

E.2 FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-02	INSPECTION OF SUPPLIES - FIXED PRICE	AUG 1996
52.246-03	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	APR 1984
52.246-04	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996
52.246-05	INSPECTION OF SERVICES - COST REIMBURSEMENT	APR 1984
52.246-06	INSPECTION - TIME-AND-MATERIAL AND LABOR HOUR	JAN 1986
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.3 1352.246-70 INSPECTION AND ACCEPTANCE (MAR 2000)

The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.

Inspection and acceptance will be performed at: identified in individual task orders.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.211-08	Time of Delivery	JUN 1997
52.211-08	Time of Delivery (JUN 1997) Alternate I	APR 1984
52.211-08	Time of Delivery (JUN 1997) Alternate II	APR 1984
52.211-08	Time of Delivery (JUN 1997) Alternate III	APR 1984
52.211-09	Desired and Required Time of Delivery	JUN 1997
52.211-09	Desired and Required Time of Delivery (JUN 1997) Alternate I	APR 1984
52.211-09	Desired and Required Time of Delivery (JUN 1997) Alternate II	APR 1984
52.211-09	Desired and Required Time of Delivery (JUN 1997) Alternate III	APR 1984
52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order - Alternate I	AUG 1989
52.242-17	Government Delay of Work	APR 1984

F.2 1352.215-70 Period of Performance (MAR 2000)

a. The period of performance of this contract is from contract award through June 30, 2001. If an option is exercised, the period of performance shall be extended through the end of that option period.

b. The option periods that may be exercised are as follows:

Task Ordering Period

Period	Start Date	End Date
Option I	July 1, 2001	June 30, 2002
Option II	July 1, 2002	June 30, 2003
Option III	July 1, 2003	June 30, 2004

Task Performance Period

Period	Start Date	End Date
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<i>Option IV</i>	<i>July 1, 2004</i>	<i>June 30, 2005</i>
<i>Option V</i>	<i>July 1, 2005</i>	<i>June 30, 2006</i>
<i>Option VI</i>	<i>July 1, 2006</i>	<i>June 30, 2007</i>
<i>Option VII</i>	<i>July 1, 2007</i>	<i>June 30, 2008</i>
<i>Option VIII</i>	<i>July 1, 2008</i>	<i>June 30, 2009</i>

F.2 EFFECTIVE PERIOD OF PERFORMANCE

The effective period of performance of this contract is 24 month from the date of award with three one-year options.

SECTION G – DELIVERIES OR PERFORMANCE

G.1 GENERAL

At a minimum, the following paragraphs shall be applicable to all Task Orders issued under this Contract unless otherwise specified by an individual Task Order. Additional contract administration data may be specified in each Task Order.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

The COMMITTS Contracting Officer (CO), has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, and requirements. The CO may delegate certain other responsibilities to authorized representatives or Contracting Officer's **Technical** Representative (COTR).

Use of electronic mail between the Government and contractor is an acceptable means of communicating under this contract. Any direction/issues directed via electronic communication that will have any impact on management of this contract will be confirmed in writing.

COTRs shall be appointed in each TO issued under this contract. The appointment will be effective until the TO is completed or a written, or electronic, notice of termination is received from the CO responsible for the TO, whichever occurs first. Changes to the COTR may be made by the CO via electronic mail direction or by TO modification (changes directed by electronic mail will be confirmed in the next subsequent modification as applicable).

The COTR has the authority to monitor the technical progress of the services that are required to be delivered under the TO. This includes visits to the place of performance, meetings and telephone conversations with your personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the CO.

The COTR cannot authorize or order the cessation of contract work nor delete, change, or waive any of the technical requirements or other terms and conditions of the TO. Should the Contractor desire a change (monetary or otherwise) to the TO, you must submit a written request to the CO for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations. Whenever a difference of opinion between the Contractor and the COTR occurs, the Contractor shall notify the CO or the contract administrator/specialist immediately for resolution.

The COMMITTS CO may delegate authority on an individual or class basis to issue TOs under this contract to Department of Commerce entities or other Government agencies. These TOs must be signed by a warranted Contracting Officer of a Government activity who may assign a COTR and delegate certain administrative responsibilities to the COTR to assist in the administration of individual TOs. However, COs do not have authority to obligate a Government activity other than the Government activity in which that CO works.

The Contractor is not allowed to accept or perform under TOs issued by other than the COMMITTS CO without evidence of approved delegation of authority. This delegation will be signed by a COMMITTS CO and at a minimum contain a delegation number, identification of the requesting Government Activity procurement office and contracting officer, expiration period (if any) of the delegation, designation as an individual or class delegation, an estimated amount, a

description of services and period of performance, and any special conditions of the delegation. The Contractor must provide a copy of each TO resulting from such a delegation to the COMMITS CO or their designated representative within five 5 calendar days of acceptance of the TO.

G.3 BILLING INSTRUCTIONS

Invoices shall contain the information required by FAR 52.232-25, Prompt Payment, including the contract number, task order number, and applicable line item numbers. Invoices for cost type task orders also shall contain the following:

All direct labor charges substantiated by hours and dollars incurred by labor category. Straight-time and premium labor charges shall be substantiated separately. All other direct costs (if any) substantiated at the same level as originally proposed. All subcontract costs (if any) substantiated by cost category at the same level of detail as prime costs. All indirect costs based on application of the indirect billing rates applied to the applicable cost bases. All charges for Fixed Fee. Cumulative value to date of all billings against the applicable task order.

Subject to the withholding provisions of the contract clause entitled, "Fixed Fee" incorporated in Section I of the contract, the fixed fee specified above shall be paid in installments at the time of each payment for allowable costs, the amount of each installment being determined by applying to the amount payable as allowable cost a percentage reflecting the ratio of total fixed fee to total estimated cost. The total installment payments of fixed fee shall not exceed 85% of the total fixed fee with the balance to be paid upon close-out of the task order. Therefore, the Contractor shall withhold 15% of fixed fee under each invoice.

Invoices for cost type task orders shall be submitted no more than every two weeks. A minimum amount of \$500 per invoice is required, unless the invoice is a final invoice. There shall be a lapse of no more than sixty (60) days between time of performance and submission of an invoice.

Invoices for firm-fixed price task orders shall be submitted in accordance with the payment schedule in the order.

Additional billing instructions, including submittal instructions, shall be provided under each individual task order issued under the contract. By execution of this contract, the Contractor acknowledges that invoice substantiation requirements may differ under each task order due to the varying nature of customer practices, and agrees to provide all data required by the task order Contracting Officer to substantiate invoices.

G.4 TRAVEL AND PER DIEM

a. Outside the Washington, DC Metropolitan Area:

Travel by air will be reimbursed at actual not to exceed coach fare. Travel subsistence reimbursement will be authorized under the rates and conditions of the Federal Travel Regulations. Per diem will be reimbursed at actuals, not to exceed the per diem rates set forth in **FAR 31.205-46** Federal Property Management Regulations (FPMR) 41 CFR Chapter 101, Chapter 7, GSA Bulletin FPMR A-40 Supp (in effect at time of travel), or at said per diem rates regardless of actual cost, whichever is in accordance with the

Contractor's standard accounting practice or disclosure statement. **When there is** travel of more than 10 hours, but less than 24 hours, when no lodging is required, per diem shall be one-half of the Meals and Incidental Expenses (M&IE) rate applicable to the location of the temporary duty assignment. If more than one temporary duty point is involved, the allowance will be one-half of the M&IE rate prescribed for the location where the majority of the time is spent performing official business. The per diem allowance shall not be allowed when the period of official travel is 10 hours or less during the same calendar day. Travel by privately owned vehicle will be reimbursed at the current GSA approved mileage rate. If the Contractor incurs travel costs in excess of the amount shown in each TO, it is at its own expense.

- b. Inside the Washington, DC Metropolitan Area:
 - (1) Travel will be reimbursed based on the policies stated in paragraph (a) above.
 - (2) Normal commuting expenses are not allowed.
- c. Any burden added to the travel cost will be allowed only as defined in the Contractor's standard accounting practice or disclosure statement.
- d. Travel instructions for TOs ~~issued by other than~~ shall be specified in the individual TO.

G.5 ACCOUNTABILITY OF COSTS/SEGREGATION OF TASK ORDERS

- a. All costs incurred by the Contractor under this contract shall be segregated by each TO. The Contractor shall, therefore, establish separate "Job Order Accounts and Numbers" for each TO issued and shall record all incurred costs in the appropriate job order account assigned each TO.
- b. There shall be no commingling of costs between TOs.

G.6 PERFORMANCE MEASURES

- a. Task orders issued under COMMITS shall contain, to the maximum extent practicable, meaningful performance measures to enable the assessment of success/failure in meeting the objectives of the requiring office.
- b. The requiring office shall be responsible for monitoring task order performance measures to assess progress. The cognizant Contracting Officer shall be notified **by the COTR** when it appears that Contractor performance will not successfully meet the established measures.

G.7 PERFORMANCE EVALUATIONS

- a. It is the Government's intent to do performance evaluations for each task order.

The COMMITS CO and Project Manager shall discuss any unsatisfactory performance.

- One or more instances of unsatisfactory performance may result in the COMMITS CO notifying the Contractor in writing that a moratorium of a specified length may be imposed on the Contractor pending satisfactory progress toward resolving unsatisfactory performance. During the moratorium period (which shall be unilaterally established by the COMMITS CO and may vary in length depending on the severity of the unsatisfactory performance), the Contractor shall be precluded from proposing on or being issued task orders under COMMITS.
- b. Performance evaluations shall be submitted to the cognizant government Contracting Officer, with a copy to the Contractor's COMMITS Project Manager and the COMMITS CO (if not the cognizant Contracting Officer).
 - c. The cognizant CO shall submit the completed evaluation to the Contractor for comment. The Contractor shall have 30 days in which to respond. The cognizant CO and COTR will consider any comments provided by the Contractor. The performance evaluation will have a copy of the Contractor's comments attached.

G.8 MONTHLY PROGRAM STATUS REPORT (MPSR)

The MPSR is prepared by each prime contractor for the COMMITS CO. The report is only prepared when the prime has active task orders. The MPSR shall include a brief summary of significant activities, problems and developments occurring during the reporting period, as well as progress made at the TO level. It provides a technical activity summary by COMMITS task order number. The report must be received by the COMMITS CO, via e-mail, no later than the 10th of each month. A sample MPSR format is shown in Attachment J-2.

G.9 SUBCONTRACTING REPORT

Pursuant to FAR 52.219-14, Limitation on Subcontracting, small businesses receiving contracts as a result of a task order set aside (or directed task order) may not subcontract greater than 50% of work under this contract on a cumulative basis (i.e., although individual task orders may have greater than 50% subcontracting, the total cumulative subcontracting under all task orders may not exceed 50%). Small businesses shall submit an annual report to the Contracting Officer on October 31 of each year detailing the subcontracting percentage under task orders performed during the previous Government fiscal year. The report shall show the subcontracting percentage for the year under each individual task order, the cumulative total for the reporting period under the contract, and the cumulative total for the life of the contract. ~~The subcontracting percentage shall be calculated based on the methodology contained under Attachment J-3 to this contract.~~ The Government reserves the right to limit awards at any time to a small business not in compliance with this FAR **52.219-14** clause.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

This is a multiple award Indefinite Delivery-Indefinite Quantity (IDIQ) contract with provisions for Firm Fixed Price, Fixed Price Incentive Fee, Cost Plus Fixed Fee, Cost Plus Award Fee, Labor Hours, and Time-and-Materials type task orders. The type of contract selected will be determined by task order based on the criteria contained in FAR 16.1, and the contractor's ability to manage cost reimbursement efforts. Only one contract type will be used on individual task orders unless mutually agreed to by the Contractor and the cognizant Contracting Officer.

H.2 FAIR OPPORTUNITY ORDERING PROCEDURES

Any supplies and/or services to be furnished under this contract will be ordered by issuance of written Task Orders (TOs). TOs shall be issued in accordance with FAR 52.216-18, 52.216-19, and 52.216-22 (See Section I). In addition, task orders will be issued following the Fair Opportunity competitive procedures contained in Attachment J-1. In addition:

- a. Only an authorized Government Contracting Officer can issue a TO under this contract.
- b. All TOs are subject to the terms and conditions of the contract. In the event of conflict between a TO and the contract, the contract will take precedence.
- c. All costs associated with preparation, presentation, and/or discussion of the Contractor's TO proposal shall be at the Contractor's expense. Post award TO administration is an allowable expense. The Contractor is responsible for determining the most appropriate method for recovering such costs (e.g., direct or indirect charges to Task Orders) based on its standard accounting practices.
- d. The Government, at its discretion, will determine under which functional area a TO request belongs. This determination will be based on the predominant work to be performed under the TO (e.g., 70% = ISE, and 30% = ISS will be categorized as ISE). Unless otherwise precluded by the TO, a Contractor awarded a TO under a particular functional area may use other COMMITS Contractors from different functional areas as appropriate when subcontracting efforts are necessary.
- e. No work will be performed and no payment will be made except as authorized by a TO.
- f. The Contracting Officer's selection decision on each TO request shall be final and shall not be subject to the protest or disputes provisions of the contract, except for a protest that the TO increases the scope, period, or maximum value of the contract.

The Government intends to use electronic commerce methods to the maximum extent practicable for TOs.

H.3 PROCUREMENT INTEGRITY – SPECIAL TASK ORDER PROVISIONS

All Contractor personnel (to include Subcontractors and consultants) who will be personally and substantially involved in the performance of any TO issued under this contract which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" Form (See Attachment J- 4). This is required prior to the commencement of any work on such Task Order and whenever replacement personnel are proposed under an ongoing TO.

H.4 IDENTIFICATION OF CONTRACTOR EMPLOYEES

During the period of this contract, the rights of ingress and egress to and from any office for contractor representatives shall be made available as required. All Contractor employees whose duties under this contract require their presence at any governmental facility shall be clearly identifiable by a distinctive badge furnished by the Government. All prescribed information shall immediately be delivered to the appropriate personnel or directed by the COTR for cancellation or disposition upon the termination of the employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations, applicable to that site.

H.5 PUBLICITY/ADVERTISING OF CONTRACT AWARD

The Contractor agrees not to refer to this **contract** award in commercial advertising in such a manner as to state or imply that the items or services provided are endorsed or preferred by the Federal Government or is considered by the Government to be superior to other items or services.

H.6 GOVERNMENT FURNISHED ITEMS

All Government furnished items will be identified in the appropriate TO RFS and TO. If any given TO issued under this contract requires work to be performed on the Government's site, the task order will provide the Government Furnished Equipment or service (i.e., office work space, office automation equipment, telecommunications and furniture for Contractor personnel).

H.7 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

- (a) The Government hereby provides NOTICE and Contractor hereby acknowledges RECEIPT that Government personnel observe the listed days as holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day

Christmas

- (b) In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute
 Any other day designated by Executive Order
 Any other day designated by the President's Proclamation

- (c) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement ~~of~~ **to** compensation except as set forth within the contract. If a contractor believes that an unplanned absence impacted the price or period of performance they should notify the contracting officer of the changed condition and submit a claim for equitable adjustment (see FAR 52.233-1).
- (d) Nothing in this clause abrogates the rights and responsibilities of the parties relating to "stop work" provisions as cited in other sections of this contract.

H.8 INTERRELATIONSHIPS OF CONTRACTORS

The Department of Commerce (DOC) and/or other Government agencies may have entered contractual relationships in order to provide information technology requirements separate from the work to be performed under COMMITS TOs, yet having links and interfaces to COMMITS TOs. Further, DOC and/or other Government agencies may extend these existing relationships or enter into new relationships. The Contractor may be required to coordinate with other such contractor(s) through the cognizant CO and/or designated representative in providing suitable, non-conflicting technical and/or management interfaces and in avoidance of duplication of effort. Information on deliverables provided under separate TOs may, at the discretion of the DOC and/or other Government agencies, be provided to such other contractor(s) for the purpose of such review.

H.9 KEY PERSONNEL

- (a) Overall COMMITS Effort Key Personnel

- (1) The Government has designated the COMMITS Program Manager as the key personnel position for the overall COMMITS effort. The following is the key personnel for the Overall COMMITS contract:

[Reference **Provision L. and** Individual Contract Awards]

- (2) Key personnel for the overall COMMITS effort must be assigned by the Contractor on a full or part-time basis for COMMITS (depending on the level of TO effort) for the duration of the COMMITS contract barring circumstances outside the control of the Contractor (e.g., death, resignation, disability, etc.) or as otherwise approved by the COMMITS CO due to a change of duties, promotion, conflict between two (2) or more TOs, etc.

(b) Task Order Key Personnel

- (1) In responding to a TO Request, the Contractor may propose multiple key personnel positions for that TO Request. Upon award of a TO, the Contractor shall furnish the individuals proposed for each key personnel position to perform under the TO. Key personnel assigned to the task order must be assigned for the period stated in a TO barring circumstances outside the control of the Contractor (e.g., resignation, death, disability, etc.) or as otherwise approved by the cognizant CO due to a change of duties, promotion, conflict between two (2) or more TOs, etc.
- (2) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions. Complete resumes for the proposed substitute(s), and any additional information requested by the CO. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The task order will be modified to reflect any approved changes of key personnel.

In the event that the performance of assigned Contractor personnel or any substitute(s) is determined by the Government to be unsatisfactory at any time during the life of the Contract, or any TO issued hereunder, the Government reserves the right to request and receive satisfactory personnel replacement within ten (10) calendar days of receipt by the Contractor of written notification. Notification will include the reason for requesting replacement personnel. Replacement personnel must have equal or better qualifications and meet any applicable security requirements.

H.10 INSURANCE

See Section I - Clause 52.228-7, "Insurance - Liability to Third Persons". The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract.

- a. Workman's compensation insurance as required by law of the State **where performance is conducted.**
- b. Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- c. Property damage liability with a limit of not less than \$100,000 for each accident.
- d. Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives written notice of cancellation or change, as required by the

Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Contracting Officer's prior approval.

A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforementioned endorsement. The insurance company providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer. The substance of this clause shall be made to flow down to any subcontractors.

H.11 NON-PERSONAL SERVICES

- (a) As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.
- (b) The Contractor shall not perform any inherently Governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.
- (c) The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.12 ORGANIZATIONAL CONFLICTS OF INTEREST

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5, Organizational and Consultants Conflicts of Interest, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential OCI is discovered after award,

- the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Office, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
 - (d) The Contractor shall include clause H.12 in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.
 - (e) In the event that a TO is issued to the Contractor that would require activity that would create a potential conflict of interest, the Contractor shall:
 - (1) Notify the Contracting Officer of a potential conflict, and;
 - (2) Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or
 - (3) Present for approval a conflict of interest mitigation plan that will:
 - a. Describe in detail the TO requirement that creates the potential conflict of interest; and
 - b. Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.
 - (4) The Contractor shall not commence work on a TO related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.
 - (5) If the Contracting Officer determines that it is in the best interest of the Government to issue a TO, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

H.13 CONTRACTOR RESPONSIBILITIES

- (a) The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of this contract.
- (b) The Contractor shall save and hold harmless and indemnify the Government against

any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to, or arising out of, the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.

- (c) The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority.
- (d) A smooth and orderly transition between the Contractor and a predecessor or successor Contractor is necessary to ensure minimum disruption to vital Government business. The Contractor shall cooperate fully in the transition.
- (e) The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not:
 - (1) Discuss with unauthorized persons any information obtained in the performance of work under this contract;
 - (2) Conduct business not directly related to this contract on Government premises;
 - (3) Use computer systems and/or other Government facilities for company or personal business other than work related to COMMITS; or
 - (4) Recruit on Government premises or otherwise act to disrupt official Government business.

H.14 SECURITY REQUIREMENTS

- a. The Government may require security clearances, perhaps higher than top secret (top secret specialized compartmentalized information), for performance of any TO under this contract. If satisfactory security arrangements cannot be made with the Contractor, the required services shall be obtained from other sources.
- b. The level of classified access required shall be indicated on DD-254 or other appropriate form incorporated into each TO Request requiring access to classified information. Contractors are required to have background investigations for suitability if they occupy positions of trust (e.g., systems administration) even if they do NOT have access to classified information.
- c. Necessary facility and/or staff clearances shall be in place prior to issuance of a TO under this contract.

H.15 CONTRACTOR STAFF TRAINING

The contractor shall provide fully trained and experienced technical and lead personnel (including replacement personnel) required for performance of task orders. This includes training necessary for keeping personnel abreast of industry advances and for maintaining

proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the Contractor at its own expense.

H.16 AWARD FEE PLAN/AWARD FEE

For any Task Orders issued with award fee provisions, the individual TO shall contain the applicable Award Fee Plan.

At a minimum, the Award Fee clause shall contain the following:

- a. Performance measures
- b. Schedule for determination of award fee earned
- c. Amount of the award fee to be earned

The contracting officer shall review applicable restrictions and guidance on establishing award fee plans prior to a plan's development

H.17 TASK ORDER SUBCONTRACTORS

- a. Because of the wide diversity of work possible under COMMITS, ~~the potential five year contract life~~, and the rapidly changing nature of information technology, the Government recognizes that the Contractor may need to use many different subcontractors to meet specific customer needs.
- b. For the purposes of COMMITS, "mandatory subcontractor" is defined as any subcontractor, team member, or consultant (at any tier) designated by the prime Contractor as being necessary for technical consideration (i.e., technical evaluation) by the Government in its selection decision for each task order.
- c. A subcontractor designated as "mandatory" for a TO shall not be replaced on that TO without the written approval of the cognizant CO. Any subcontractor not specified in a TO as being "mandatory" shall be considered "non-mandatory". "Non-mandatory" subcontractors may be proposed on a TO and shall be considered for cost evaluation purposes but shall not be considered in the technical evaluation.

H.18 STATE, LOCAL AND OTHER GOVERNMENT TASK ORDERS

- a. Any task order executed under this contract shall be issued in accordance with the Federal Acquisition Regulation, as modified by applicable Department of Commerce (DOC) Acquisition Regulations.
- b. In the case of a conflict between the requirements of paragraph a. above and any state, local or District of Columbia regulations, etc., the former shall have precedence.
- c. All task orders issued under this contract for state, local, and District of Columbia government customers must be executed by a warranted Contracting Officer

residing in the COMMITS program office.

H.19 HARDWARE/SOFTWARE ACQUISITION

- a. COMMITS is a "Solutions Based Contract." This term, as used in the GWAC council meeting, refers to contracts that encompass everything from the analysis of hardware/software implementation to ongoing operational support of an IT solution.
- b. Inclusion of hardware/software acquisition on a Task Order is within the purview of the cognizant Government Contracting Officer. Any hardware/software included must be related to the solution being acquired under the Task Order.

H.20 CONTRACT ADMINISTRATION SUPPORT

The Government may utilize a non-COMMITS contractor to provide contract administration support for this contract and resultant task orders. Examples of such support the contractor will provide include preparation of modifications and supporting documentation for Government approval, analysis of task order modification proposals and recommendation of the Government negotiation position, and review/tracking of contractor invoices for Government payment approval. Contractor personnel shall be prohibited from performing inherently Governmental functions (e.g., negotiating on behalf of the Government, signing contractual documents, etc.). Contractor employees will be required to sign a Certificate of Non-Disclosure certifying that they will not disclose any procurement sensitive or proprietary business information obtained in the course of their duties and will use such information only for official purposes in the performance of the support contract. By execution of this contract, the contractor hereby provides its assent to the Government's use of a contractor to provide contract administration support.

H.21 OPTION TO EXTEND THE PERIOD OF PERFORMANCE

The Government has the option to extend *the term of the ordering period of this contract for up to three additional one-year periods, and the performance period for task orders for up to an additional five one-year periods.* ~~the term of this contract for up to three (3) additional periods.~~ If more than sixty (60) days remain in the contract *ordering period or period of performance*, the Government, without prior written notification, may exercise the option by issuing a contract modification. To exercise this option within the last sixty (60) days of the period of performance, the Government must provide to the Contractor written notification prior to that last sixty-day period. This preliminary notification does not commit the Government to exercising the option.

Exercise of an option will result in the following contract modifications:

Task Ordering Period

Period	Start Date	End Date
<i>Option I</i>	<i>July 1, 2001</i>	<i>June 30, 2002</i>
<i>Option II</i>	<i>July 1, 2002</i>	<i>June 30, 2003</i>
<i>Option III</i>	<i>July 1, 2003</i>	<i>June 30, 2004</i>

Task Performance Period

<i>Period</i>	<i>Start Date</i>	<i>End Date</i>
<i>Option IV</i>	<i>July 1, 2004</i>	<i>June 30, 2005</i>
<i>Option V</i>	<i>July 1, 2005</i>	<i>June 30, 2006</i>
<i>Option VI</i>	<i>July 1, 2006</i>	<i>June 30, 2007</i>
<i>Option VII</i>	<i>July 1, 2007</i>	<i>June 30, 2008</i>
<i>Option VIII</i>	<i>July 1, 2008</i>	<i>June 30, 2009</i>

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-01	Definitions	OCT 1995
52.203-02	<i>Certificate of Independent Price Determination</i>	APR 1985
52.203-03	Gratuities	APR 1984
52.203-05	Covenant against contingent Fees	APR 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-07	Anti-Kickback Procedures	JUL 1995
52.203-08	Cancellation, Recission & Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price of Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-11	<i>Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions</i>	APR 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-01	Approval of Contract	DEC 1989
52.204-02	Security Requirements	AUG 1996
52.204-04	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.204-06	Data Universal Numbering Systems (DUNS)	APR 1998
52.209-05	<i>Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters</i>	MAR 1996
52.209-06	Protecting the Government's Interest when <i>Subcontracting</i> with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-05	Material Requirements	OCT 1997
52.211-16	Variation in Quantity	AUG 1984
52.212-02	<i>Evaluation - Commercial Items</i>	JAN 1999
52.212-04	<i>Contract Terms and Conditions - Commercial Items</i>	MAY 1999
52.212-05	<i>Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items</i>	JUN 2000
52.212-05	<i>Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (JUN 2000) Alternate I</i>	FEB 2000
52.215-02	Audit and Records – Negotiation	JUN 1999

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.215-02	<i>Audit and Records - Negotiation (JUN 1999)</i> <i>Alternate II</i>	APR 1998
52.215-08	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	<i>Price Reduction for Defective Cost or Pricing Data</i> <i>-- Modifications</i>	OCT 1997
52.215-12	<i>Subcontractor Cost or Pricing Data</i>	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data - Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-14	<i>Integrity of Unit Prices (OCT 1997) Alternate I</i>	OCT 1997
52.215-15	Termination of Defined Benefit Pension Plans	OCT 1997
52.215-15	<i>Pension Adjustments and Asset Reversions</i>	DEC 1998
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits Other Than Pensions (PRB)	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Costs or Pricing Data	OCT 1997
52.215-20	<i>Requirements for Cost or Pricing Data or Information</i> <i>Other Than Costs or Pricing Data (OCT 1997)</i> <i>Alternate II</i>	OCT 1997
52.215-20	<i>Requirements for Cost or Pricing Data or Information</i> <i>Other Than Costs or Pricing Data (OCT 1997)</i> <i>Alternate IV</i>	OCT 1997
52.215-21	<i>Requirements for Cost or Pricing Data or Information</i> <i>Other Than Cost or Pricing Data -- Modifications</i>	OCT 1997
52.215-21	<i>Requirements for Cost or Pricing Data or Information</i> <i>Other Than Cost or Pricing Data -- Modification</i> <i>(OCT 1997) Alternate III</i>	OCT 1997
52.215-21	<i>Requirements for Cost or Pricing Data or Information</i> <i>Other Than Cost or Pricing Data -- Modification</i> <i>(OCT 1997) Alternate IV</i>	OCT 1997
52.216-07	Allowable Cost and Payment	MAR 2000
52.216-08	Fixed Fee	MAR 1997
52.216-10	<i>Incentive Fee</i>	MAR 1997
52.216-16	<i>Incentive Price Revision - Firm Target</i>	OCT 1997
52.216-17	Incentive Price Revision - Successive Targets	OCT 1997
52.217-02	Cancellation Under Multiyear Contracts	OCT 1997
52.217-08	Option to Extend Services	NOV 1999
52.219-06	Notice of Total Small Business Set-Aside	JUL 1996
52.219-08	Utilization of Small, Small Disadvantaged and Women- Owned Small Business Concerns	OCT 1999
52.219-14	Limitations on Subcontracting	DEC 1996

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.219-18	Notification of Competition Limited to Eligible 8(a) Concerns	JAN 1997
52.222-03	Convict Labor	AUG 1996
52.222-20	<i>Walsh-Healey Public Contracts Act</i>	<i>DEC 1996</i>
52.222-21	<i>Prohibition of Segregated Facilities</i>	<i>FEB 1999</i>
52.222-26	Equal Opportunity	<i>FEB 1999</i>
52.222-28	Equal Opportunity Pre-Award Clearance of Subcontracts	APR 1984
52.222-29	Notification of Visa Denial	<i>FEB 1999</i>
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action for Workers with Disabilities	<i>JUN 1998</i>
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	<i>JAN 1999</i>
52.222-41	Service Contract Act of 1965, as Amended	MAY 1989
52.222-43	Fair Labor Standards Act and Services Contract Act - Price Adjustment (Multiple Year and Option Contracts)	MAY 1989
52.222-47	<i>SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA)</i>	<i>MAY 1989</i>
52.222-48	Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, And/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment – Contractor Certification	AUG 1996
52.223-02	Clean Air and Water Act	APR 1984
52.223-05	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-06	Drug Free Workplace	JAN 1997
52.223-10	Waste Reduction Program	<i>OCT 1997</i>
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.224-01	Privacy Act Notification	APR 1984
52.224-02	Privacy Act	APR 1984
52.225-01	<i>Buy American Act Balance of Payment Program Certificate</i>	<i>FEB 2000</i>
52.225-03	Buy American Act -- Supplies	JAN 1994
52.225-03	<i>Buy American Act -- North American Free Trade Agreement-- Israeli Trade Act -- Balance of Payments Programs</i>	<i>FEB 2000</i>
52.225-11	Restrictions on Certain Foreign Purchases	OCT 1996
52.225-13	<i>Restrictions on Certain Foreign Purchases</i>	<i>FEB 2000</i>
52.226-01	Utilization of Indian Organizations and Indian Owned Economic Enterprises	<i>JUN 2000</i>
52.227-01	Authorization and Consent	JUL 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-14	Rights in Data - General	<i>JUN 1987</i>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.227-16	Additional Data Requirements	JUN 1987
52.227-17	Rights in Data - Special Works	JUN 1987
52.228-05	Insurance - Work on a Government Installation	JAN 1997
52.228-07	Insurance - Liability to Third Persons	MAR 1996
52.229-03	Federal, State, and Local Taxes	JAN 1991
52.229-05	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	APR 1984
52.230-02	Cost Accounting Standards	APR 1998
52.230-03	Disclosure and Consistency of Cost Accounting Practices	APR 1998
52.230-06	Administration of Cost Accounting Standards	NOV 1999
52.232-01	Payments	APR 1984
52.232-07	Payments under Time-and-Materials and Labor-Hour Contracts	MAR 2000
52.232-08	Discounts for Prompt Payment	MAY 1997
52.232-11	Extras	MAY 1984
52.232-16	Progress Payments	MAR 2000
52.232-17	Interest	JUN 1996
52.232-18	Availability of Funds	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	JUN 1997
52.232-32	Performance-Based Payments	MAY 1997
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	AUG 1996
52.232-22	<i>Payment by Electronic Funds Transfer -- Central Contractor Registration</i>	MAY 1999
52.233-01	Disputes	DEC 1998
52.233-01	Disputes (DEC 1998) Alternate I	DEC 1991
52.233-03	Protest after Award	AUG 1996
52.233-03	Protest after Award (AUG 1996) Alternate I	JUN 1985
52.237-02	Protection of Government Buildings, Equipment and Vegetation	APR 1984
52.237-03	Continuity of Services	JAN 1991
52.239-01	Privacy or Security Safeguards	AUG 1996
52.242-01	Notice of Intent to Disallow Costs	APR 1984
52.242-03	Penalties for Unallowable Costs	OCT 1995
52.242-04	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-01	Changes - Fixed Price	AUG 1987
52.243-01	Changes - Fixed Price (AUG 1987) Alternate I	APR 1984
52.243-01	Changes - Fixed Price (AUG 1987) Alternate II	APR 1984
52.243-02	Changes - Cost Reimbursement	AUG 1987

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.243-02	Changes - Cost Reimbursement (AUG 1987) Alternate I	APR 1984
52.243-02	Changes - Cost Reimbursement (AUG 1987) Alternate II	APR 1984
52.243-03	Changes - Time-and-Materials or Labor-Hours	AUG 1987
52.243-07	Notification of Changes	APR 1984
52.244-01	Subcontracts (Fixed Price Contracts)	OCT 1997
52.244-02	Subcontracts (Cost Reimbursement and Letter Contracts)	AUG 1998
52.244-02	Subcontracts (AUG 1998) Alternate II	AUG 1998
52.244-03	Subcontracts (Time and Materials and Labor Hour Contracts)	OCT 1997
52.244-05	Competition in Subcontracting	DEC 1996
52.244-06	Subcontracts for Commercial Items and Commercial Components	OCT 1998
52.245-01	Property Records	APR 1984
52.245-02	Government Property (Fixed-Price Contracts)	DEC 1989
52.245-05	Government Property (Cost-Reimbursement, Time-and-Material or Labor-Hour Contracts)	JAN 1986
52.245-09	Use and Charges	APR 1984
52.246-25	Limitation of Liability - Services	FEB 1997
52.248-01	Value Engineering	FEB 2000
52.249-02	Termination for Convenience of the Government (Fixed-Price)	SEP 1996
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-06	Termination (Cost-Reimbursement)	SEP 1996
52.249-06	Termination (Cost-Reimbursement) (SEP 1996) Alternate IV	SEP 1996
52.249-08	Default (Fixed-Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-01	Government Supply Sources	APR 1984
52.253-01	Computer Generated Forms	JAN 1991

I.2 FAR 52.204-01 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Source Selection Authority and shall not be binding until so approved.

I.3 FAR 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 award through expiration of the contract including all options.
- (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.

I.4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100,000.00**, 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 45 million dollars.
 - (2) Any order for a combination of items in excess of 45 million dollars.
 - (3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause of 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) above.
- (d) Notwithstanding paragraph (b) and (c) above, 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 (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services 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 requiring delivery to multiple

destinations or performance at multiple locations.

- (d) Any order issued during the effective **ordering** 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 **ordering** period; provided, that the contractor shall not be required to make any deliveries or provide any services under this contract after the expiration of **this contract's effective performance period**. (Reference Clause F.2, 1352.215-70 Period of Performance (MAR 2000).)

~~I.6 FAR 52.219-17 SECTION 8(a) AWARD (DEVIATION) (FEB 1990)*~~

~~(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:~~

~~(1) (DELETED)~~

~~(2) Except for novation agreements, delegates to the Department of Commerce the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.~~

~~(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.~~

~~(4) To notify the Department of Commerce Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.~~

~~(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.~~

~~*Only applicable to 8(a) awards.~~

I.6 FAR 52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed ~~[zero unless~~ **as specified in an individual task orders]** or the overtime premium is paid for work -

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment J-1 COMMITS Fair Opportunity Competitive Procedures

Attachment J-2 Monthly Project Status Report (MPSR)

Attachment J-3 Employee/Contractor Non-Disclosure Agreement Form

Attachment J-4 Protest Decision Authority

Attachment J-5 Quality Recognition and Certification Profile Form

Attachment J-6 Past Performance Reference List

Attachment J-7 Team Composition Form

Attachment J-8 COMMITS Labor Category Descriptions

Attachment J-9 Pricing for Contract Performance and Solicitation Evaluation

Part I - Direct Labor Pricing Spreadsheet

Part II - Pricing Evaluation Spreadsheet

(Available electronically, reference website posting of Amendment No. 14.)

Attachment J-10 U.S. Department of Labor, Wage Determination No.1994-2103, Rev. 21, dated 06/09/2000

PART IV - REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS**

**K.1 FAR 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provision may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:
<http://www.ARNet.gov/far>.

~~FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS~~

NUMBER	TITLE	DATE
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	APR 1991
52.222-21	Certification of Nonsegregated Facilities	APR 1984

**K.2 FAR 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)**

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 FAR 52.204-03 TAXPAYER IDENTIFICATION (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

___ TIN:_____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other State basis. _____

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity:

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

K.4 FAR 52.204-05 WOMEN-OWNED BUSINESS (OCT 1995)

(a) Representation. The offeror represents that it is, is not a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.5 FAR 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification

will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

~~K.6 FAR 52.215-04 TYPE OF BUSINESS ORGANIZATION (OCT 1997)~~

~~The offeror or respondent, by checking the applicable box, represents that--~~

~~(a) It operates as ___ an individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation incorporated under the laws of the State of _____.~~

~~(b) If the offeror or respondent is a foreign entity, it operates as ___ an individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation, registered for business in _____(country).~~

K.6 FAR 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1998)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 7379.

(2) The small business size standard is \$18 million average annual receipts for 3 preceding fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Oct 1998). As prescribed in 19.307(a)(1), add the following paragraph (b)(4) to the basic provision:

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

Alternate II (Jan 1999). As prescribed in 19.307(a)(3), add the following paragraph (b)(5) to the basic provision:

(5) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It * is, *is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

K.7 FAR 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1998)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for

the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

* (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration or

* (ii) It has submitted a completed application to the Small Business Administration or a Private

Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) * For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ___ has, ___ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

~~K.10 FAR 52.223-01 CLEAN AIR AND WATER CERTIFICATION (APR 1984)~~

~~The Offeror certifies that--~~

~~(a) Any facility to be used in the performance of this proposed contract is _____ is not _____ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;~~

~~(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and~~

~~(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.~~

K.10 ALTERNATE DISPUTE RESOLUTION PROCEDURES (ADR)

Background: Pub. L. No. 101-552, The Administrative Dispute Resolution Act, encourages the use of alternative means of resolving disputes involving government agencies. The Act is based on Congress' finding that alternative processes, including mediation, often "yield decisions that are faster, less expensive and less contentious and can lead to more creative, efficient and sensible outcomes."

Please indicate your interest in participating in ADR by checking the appropriate blank below:

The offeror shall participate in ADR.

The offeror shall not participate in ADR.

CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title: _____

Date: _____

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provision may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:
<http://www.ARNet.gov/far>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.215-01	Instructions to Offerors Competitive Acquisition	OCT 1997
52.215-03	Request for Information or Solicitation for Planning Purposes	OCT 1997
52.215-10	Late Submissions, Modifications, and Withdrawals of Proposals	DEC 1989
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	FEB 1999

L.2 REVISED PROPOSAL PREPARATION INSTRUCTIONS

a. Restrictions on Revised Proposals

- i. An Offeror may only submit revised proposals in those functional areas in which it previously offered. Separate revised proposals for each functional area offered must be submitted. For example, if Offeror A offered in both the ISE and SOM functional areas, Offeror A must submit two revised proposals, one for each functional area.
- ii. Offerors are further limited to submitting revised proposals in the small business category previously offered within each functional area. For example, an Offeror cannot change their proposal from a small business proposal submission to an 8(a) proposal submission.
- iii. An Offeror cannot be a subcontractor within the same functional area for which it offers as a prime contractor. For example, if Offeror A has submitted an offer it cannot team as a subcontractor with Offeror B in the same functional area.

However, a subcontractor may be on multiple Offeror's teams within a functional area as long as the subcontractor is not a prime contractor in that functional area.

b. General Instructions for Revised Proposals

Offerors shall submit each revised proposal in response to this solicitation in accordance with the following guidance. Submission requirements have been specifically tailored to the COMMITS re-evaluation process.

- i. Revised proposals, unless otherwise indicated below, shall be submitted in the following format:
 - A. On standard 8.5" by 11" white paper.
 - B. Text font shall be no smaller than 12 point, however, text included on figures and/or matrices may be reduced to 8 point. The color of the text is left to the Offeror's discretion.
 - C. Each page shall have a one-inch margin at the top, bottom, and on each side.
 - D. Page numbers, notations of propriety, and any other identifying information printed on each page may be included in the margin.
 - E. Pages may be printed double-sided, however, where page limitations are given for revised proposal responses, the page count will apply to the printed surfaces submitted. For example, if 10 double sided pages are submitted they would total 20 pages for purposes of determining page counts.
 - F. The orientation of printed text and line spacing is left to the Offeror's discretion.
 - G. Tabs, **but no binders**, may be included with revised proposals. Tabs do not count toward page limits outlined below, and may be colored.
 - H. Fold out pages or attachments are not permitted.
 - I. Each revised proposal submitted shall have a cover page that details the following:
 - Functional Area Proposing: ISE, ISS, or SOM
 - Offeror's Name
 - Category Proposing:
Small, Small Disadvantaged, 8(a), or Woman-Owned

- Name of Solicitation and Solicitation Number:

COMMITTS Revised Proposal
Solicitation 52-SAAA-9-00010

J. The SF-33 and Section K Representations and Certifications (submitted previously under "TAB B" of original proposal responses) remain valid and in effect for this acquisition, with the exceptions noted in Section K, Amendment No. 14. Revisions to these submissions are not required for revised proposals at this time.

- ii. Offerors shall submit (1) one original and three (3) copies of each revised proposal. Proposals shall be bound by a clip or staple only.
- iii. Instructions in this provision augment those detailed in Provision L.3, FAR 52.215-01 - Instructions to Offerors -- Competitive Acquisition (FEB 2000). In the event of a conflict, Provision L.2 shall supercede requirements included in L.3.

c. Instructions for Revised Proposals by Tab Part

i. General

Revised proposals shall be submitted in the following format:

Tab A. Transmittal Letter

Tab B.	Part I	Executive Summary
	Part II	Technical Narrative
	Part III	Quality Recognition and Certification Profile Form Quality Recognition or Certification Document(s) and Official Criteria
	Part IV	Past Performance Reference List
	Part V	Team Composition Form

Tab C.	Part I	Direct Labor Pricing Spreadsheet
	Part II	Pricing Evaluation Spreadsheet
	Part III	3.5" 1.44 MB Disk Containing Part 1 and Part 2 Spreadsheets in Microsoft Excel Version 97 workbook or higher

ii. Tab A Instructions

- A. Tab A contains the transmittal letter for the revised proposal.
- B. The transmittal letter formally transmits the Offeror's revised proposal. This letter shall provide the company's name, address, point of contact, point of contact's telephone number, fax number and E-mail address.

- C. Also, this letter shall state the period of time during which the Offeror's revised proposal is valid. Offers shall be valid for no less than 120 calendar days from the date of receipt for revised proposals.
- D. In the transmittal letter the Offeror shall acknowledge all amendments under this solicitation beginning with Amendment No. 12.
- E. The transmittal letter must be signed by an official authorized to bind the Offeror to contractual agreements. The position of that official must be identified in the transmittal letter.

iii. Tab B Instructions

A. Part I Executive Summary

- (1) Shall contain a two page executive summary highlighting information contained in Parts II through V below.
- (2) Shall be numbered as "Page # of #".

B. Part II Technical Narrative

- (1) Shall contain no more than a twenty (20) pages of narrative discussion describing the Offeror's accomplishments, processes, and experiences relating to:
 - (a) Quality Recognition and Certifications.

The Offeror shall describe any quality recognition or certification(s) the proposed prime contractor has received within the last 5 years that are both relevant to the proposed functional area and timely. The information should provide the Government with a clear understanding of the significance of the award or quality certification. Special attention should be paid to the award(s), i.e. its distinction and reputation. It is recommended the Offeror explain the award, the competitive environment (e.g., international, national, regional, agency specific), and any other factor that would assist the Government in understanding the significance of the award.

The Offeror shall include similar information for any quality certification(s) received or underway.

Reference Provision M.1.a.i.(A).

(b) Past Performance

The Offeror shall discuss the management tools and techniques applied to previous government contracts and the results achieved, including the application and use of performance and customer satisfaction metrics.

Reference Provision M.1.a.i.(B).

(c) Team Composition

The Offeror shall discuss how its teaming arrangement covers all relevant task areas. Reference Provision M.1.a.ii.

- (2) Shall be numbered as "Page # of ##". Reference Provision L.2.b.i. for additional information regarding page counts and text formatting.

C. Part III Quality Recognition and Certification Profile and Documentation

- (1) Complete Attachment J-5 - Quality Recognition and Certification Profile Form.
- (2) If there are more than one Quality Recognitions or Certifications, each shall have a separate label (1, 2, 3, etc.) to correspond to the Quality Recognition and Certification Profile Form. For each Quality Recognition or Certification include a copy of the actual recognition or certification, and its corresponding Official Criteria.

Official Criteria to be submitted shall consist of the actual criteria used by the issuing organization to make its decision to award the Recognition or Certification. *The criteria must be from an official source (e.g., web site, memorandum, handbook, etc.).* The Offeror must indicate the source of the information and limit the submission to only that dealing with the criteria. It may be necessary for the Offeror to extract this information so that it can be included in the proposal.

The Government will not review any other Offeror's proposal to confirm information supplied in an Offeror's proposal. Information included in this part shall be dated within the past five years.

- (3) Reference Provision M.1.a.i.(A).

D. Part IV Past Performance Reference List

- (1) Complete Attachment J-6 - Past Performance Reference List. Do not include more than five references.
- (2) The Past Performance Reference List must include current contact information for the contract(s) listed. This contact information will allow the Government to confirm information provided. It is the responsibility of the Offeror to ensure that all contact information is current and that the contact can confirm representations made by the Offeror.
- (3) The Offeror should summarize management tools utilized for reference given. Short descriptive phrases are sufficient.

- (4) Reference Provision M.1.a.i.(B).

E. Part V Team Composition Form

- (1) Complete Attachment J-7 - Team Composition Form.
- (2) The Offeror shall acknowledge its commitment to provide services in all task areas of the proposed functional area. Failure to check all applicable task area boxes will indicate that the Offeror does not intend to accept task orders for work in the unchecked task areas. Failure to check all task areas within a proposed functional area will result in your proposal being ineligible for award.
- (3) Reference Provision M.1.a.ii.

iv. Tab C Instructions

A. Part I Direct Labor Pricing Spreadsheet

- (1) Complete Attachment J-9 - Pricing for Contract Performance and Solicitation Evaluation, Part I. (Amendment No. 14 posted an electronic version of this MicroSoft Excel Spreadsheet and Workbook for Offerors' use.)
- (2) Part I pricing information will be used to secure burdened and unburdened direct labor pricing for the competition and award of task orders. (Reference Clause B.1 for additional information.)
- (3) All labor categories that an Offeror may use to support work as detailed by functional area in Section C, Clause C.1, shall be proposed.
- (4) Pricing and applicable labor categories shall be current and effective from contract award through June 30, 2001. Escalations of labor rates for contract option years will be made in accordance with Clause B.1.
- (5) Offerors shall propose both burdened and unburdened labor rates as indicated in Attachment J.9, Part I, by functional area offered.

B. Part II Pricing Evaluation Spreadsheet

- (1) Complete Attachment J-9 - Pricing for Contract Performance and Solicitation Evaluation, Part II. (Amendment No. 14 posted an electronic version of this MicroSoft Excel Spreadsheet and Workbook for Offerors' use.)

Part II requires Offerors to complete pricing information that will be used to evaluate pricing for purposes of determining price competitiveness, reasonableness, and realism.

- (2) The Government has developed labor category descriptions for each functional area, (reference Attachment J-8 - COMMITS Labor Category Descriptions), and a weighted direct labor spreadsheet that will be used to evaluate Offerors' price proposals against one another.
- (3) To ensure an accurate comparison of the labor categories between those proposed by the Offeror and the Government, the Offeror shall complete Part II - Pricing Evaluation Spreadsheet that includes the following:
 - (a) one corporate labor category per equivalent COMMITS labor category,
 - (b) one fully loaded Government Site Rate, and
 - (c) one fully loaded Contractor Site Rate.

If labor rates proposed in Part II are from other Government contracts, the Offeror shall indicate the contract number, agency, cognizant contracting office, cognizant Contracting Officer, and provide the Contracting Officer's telephone number and E-mail address.

C. Part III 3.5" 1/44 MB Disk Containing Part I and Part Spreadsheets in Microsoft Excel Version 97 Workbook or higher

- (1) Offerors shall submit Tab C, Parts I and II, in both paper and electronic media.
- (2) Offerors shall utilize the electronic Microsoft Excel Spreadsheet Workbook provided in Amendment No. 14 to submit electronic versions of Tab C, Parts I and II. ***Spreadsheet formats may not be altered or amended.*** Amendments or alterations of the spreadsheets may result in the rejection of the offer submitted.

D. Reference Provision M.1.b.

L.3 FAR 52.215-01 INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (FEB 2000)

- (a) Definitions. As used in this provision --

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.
 - (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages
 - (i) addressed to the office specified in the solicitation, and
 - (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
 - (2) The first page of the proposal must show --
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

- (i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii)
 - (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (f) Contract award.
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
 - (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
 - (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
 - (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
 - (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
 - (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
 - (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.4 EXCEPTION TO SOLICITATION TERMS AND CONDITIONS

- a. The Offeror must state in their revised proposal any exceptions taken to the terms and conditions of the amended solicitation. For each exception, the Offeror shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception.
- b. The Offeror is advised that any exception taken to the terms and conditions of the amended solicitation may cause its proposal to be ineligible for award. As the Government intends to award without discussions, it is strongly advised that prospective Offerors notify the COMMITS Contracting Officer of any anticipated exceptions sufficiently in advance of the revised proposal submission due date to allow time for evaluation of the concern. This will allow time for the Contracting Officer to make a decision on the appropriate course of action. The Government reserves the right not to accept any exceptions to this solicitation.

L.5 ALTERNATE PROPOSALS ARE NOT PERMITTED

Only one revised proposal per functional area may be submitted by each Offeror (reference Provision L.8 - Restrictions on Proposal Submissions.) Offerors should submit a revised proposal which sets forth its "best approach" in consideration of the requirements of the amended solicitation and Section M - Evaluation Criteria. The Government will not accept alternate proposals; submission of any alternate proposal will result in the Offeror being eliminated from further award consideration.

L.6 SUBMISSION INSTRUCTIONS FOR REVISED PROPOSALS

- (a) Submission Instructions

All offers must be closed, sealed, and fully identified on the envelope. Please note that there are no provisions for acceptance of late offers sent by overnight courier service (except by U.S. Postal Service Mail) regardless of the date of mailing.

- i. If Offerors use choose to utilize the U.S. Postal Service, revised the proposal(s) shall be addressed to:

U.S. Department of Commerce
Office of the Secretary
Office of Acquisition Management, Room 1860
Attn: Tiffany T. Hixson,
14th & Constitution Avenue, NW
Washington, DC 20230

- ii. If Offerors hand-carry or send by courier service the revised proposal(s), the Offeror assumes the full responsibility for ensuring that the offer(s) is received at:

U. S. Department of Commerce
Office of Security/Courier Service Center Room 1874
14th & Constitution Avenue, NW (Use 15th Street entrance)
Washington, DC 20230

Marked to the Attention of:

Office of the Secretary
Office of Acquisition Management, Room 1860
Attn: Tiffany T. Hixson

Offerors are hereby notified that the Commerce Department's Herbert Hoover Building is a secure building and only uniformed couriers such as Federal Express, DHL, etc., are given direct access into the building. All other couriers will be required to deliver packages to the address listed in paragraph (ii.) above.

- (b) Due Date and Time for Revised Proposals

Revised proposals must be received by no later than **Friday, July 14, 2000, at 4:00 p.m. local time** to be considered for award.

L.7 ANTICIPATED AWARD DATE

The Government anticipates announcing awards beginning **August 12, 2000**. The Government reserves the right to stagger the contract awards by functional area.

L.8 SMALL BUSINESS CLASSIFICATION CODE 7379

- a. For the purpose of this solicitation and each resultant contract, Standard Industrial Classification (SIC) Code 7379 and the following standard applies: "a concern is small if its average annual receipts for its preceding three (3) fiscal years do not exceed eighteen (\$18.0) million dollars."

- b. Subcontracted work need not be classified as SIC Code 7379. It should be classified under whatever SIC Code is appropriate for the work. The size standard for that SIC Code can be used to determine if subcontracting goals are met. (Reference FAR Part 19 for SIC Code size standards.)

(For information about corresponding the North American Industry Classification System visit the U.S. Department of Commerce, Bureau of Census website at www.census.gov.)

L.9 FAILURE TO SUBMIT REVISED PROPOSAL

Offerors who fail to submit a revised proposal(s) will not be considered for award of a COMMITS contract.

L.10 SERVICE OF PROTEST

- a. An agency level protest may be filed with either the Contracting officer or the agency protest decision authority. See Section J, Attachment J-5 for procedures for filing an agency protest with the protest decision authority.
- b. Agency protest filed with the Contracting Officer shall be sent to the following address:

U. S. Department of Commerce
Office of the Secretary
Office of Acquisition Management, Room 1860
Attn: Ms. Tiffany T. Hixson, Contracting Officer
14th & Constitution Avenue, NW
Washington, DC 20230

- c. If a protest is filed with the General Accounting Office (GAO), a complete copy of the protest and all attachments shall be served upon the Contracting Officer as well as the Contract Law Division of the General Counsel within one day of filing with GAO. Service upon the Contract Law Division is to be made as follows:

U. S. Department of Commerce
Office of General Counsel
Contract Law Division, Room 5893
Attn: Ms. Terry Hart Lee
14th and Constitution Avenue, NW
Washington, DC 20230

L.11 1352.252-71 REGULATORY NOTICE (MAR 2000)

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 CONTRACT AWARD EVALUATION FACTORS AND SUBFACTORS

The following evaluation factors and sub-factors apply to the evaluation of proposals in each of functional area.

Together the non-price factors are significantly more important than the price factor (Reference FAR 15.304(e).)

a. Non-Price Factors

Non-Price Factor 1- Past Performance is significantly more important than Non-Price Factor 2 -Team Composition

Reference Provision L.2.c.i. and L.2.c.iii.

i. Non- Price Factor 1 - Past Performance

The evaluation of the Offeror's past performance will be a subjective assessment based on all relevant facts and documentation provided in the revised proposal(s). The Government will evaluate the Offeror's past performance on efforts within the proposed functional area.

Sub-Factor 1 - Quality Recognition and Certifications, is significantly more important than Sub-Factor 2 - Past Performance Management.

Reference Provision L.2.c.i. and L.2.c.iii.

(A) Sub-Factor 1 - Quality Recognition and Certifications

The Government will evaluate the quality and certification recognition received by the Offeror. This will include an examination of the relevancy and currency of the recognition or certification. Relevancy refers to the applicability of the recognition or certification to performance within the functional area requirements and the character of the recognition or certification (e.g., self-certification will not be rated as highly as independent reviews and certifications). Currency addresses the date that the recognition or certification was received.

Significant evaluation weight will be given for receipt of international and national quality performance awards (e.g., The Malcolm Baldrige National Quality Award, the President's Quality Award, Small Business Administration's Technology Based TIBBETTS Award, etc.), as well as international and national quality certifications (e.g., ISO 9000 series, Carnegie Mellon University's Software Engineering Institute (SEI) Capability Maturity Level, etc.). Because awards such as the Baldrige or the Carnegie Mellon are presented only to firms demonstrating the highest commitment to quality, they are illustrative of the types of recognition Commerce is seeking of its prime GWAC contractors.

While important, less evaluation weight will be given for local and regional awards (e.g., Department of Commerce Partner in Quality Award, Federal agency "Blue Ribbon" provider, Federal agency, State or Local Government, or industry "Contractor of the Year", or other similar recognition).

Reference Provision L.2.c.iii.B.(1)(a) and L.2.c.iii.C.

(B) Sub-Factor 2 - Past Performance Management

The Government will evaluate the Offeror's past performance in management of complex information technology service efforts in the proposed functional area. The evaluation will focus on the management tools and techniques applied to previous efforts and the results achieved. Special emphasis will be placed on the application and use of performance and customer satisfaction metrics.

Reference Provision L.2.c.iii.B.(1)(b) and L.2.c.iii.D.

ii. Non-Price Factor 2 - Team Composition

The Government will evaluate the Offeror's proposed team composition to evaluate the extent of coverage offered in performing the complete range of tasks required for the selected functional area. The Government will give higher scores to teams made up entirely of small, small disadvantaged, small disadvantaged 8(a), and/or women-owned small businesses.

Reference Provision L.2.c.iii.B.(1)(c) and L.2.c.iii.E

b. Price Factor

The Offeror's price proposal must represent the Offeror's response to all requirements in the solicitation for each functional area. The Government will evaluate the labor categories and rates proposed in Tab C, Part II, (reference Attachment J-9 - Part II) for realism and reasonableness. Moreover, the weighted average labor rate calculated in Tab C, Part II, (reference Attachment J-9 - Part II) will be used for evaluation purposes to assess the competitiveness of rates submitted against other offers received.

Rates offered in Tab C, Part II, that are deemed to be unrealistic or unreasonable will result in the offer not being considered for award.

i. Price Factor 1 - Realism

The Government will evaluate the proposed labor rates for price realism of work in the Washington D.C. marketplace. Proposed rates that are materially below that expected for this area could indicate a lack of understanding of the requirements. Such proposed rates could also indicate a significant risk that the Offeror may have difficulty in recruiting and retaining sufficient quantities and

quality employees, adversely, impacting contract performance. Offerors whose proposed labor rates are judged significantly higher or lower than the expected, may be judged unrealistic.

ii. Price Factor 2 - Reasonableness

Offerors who currently possess other Government awarded contracts are encouraged to propose those rates and categories. Labor rates for Offerors who do not possess other Government awarded contracts will be compared to GSA or commercial prices to determine if the offered rates are extreme or excessive. If an Offeror's rates appear unreasonably high or low, the offer may be judged as unreasonable.

M.2 BASIS FOR CONTRACT AWARD

- a. The contract award decision for each functional area category will be determined based on the Government's evaluation of each Offeror's complete revised proposal with respect to the following:
 - i. Offerors not responding to any one or more of the factors or sub-factors identified in this solicitation shall be disqualified from further consideration.
 - ii. The Government's evaluation of the non-price selection factors shall be accomplished separately from the evaluation of the Offerors' pricing.
- b. Source selection will be based on a "Best Value Analysis". Accordingly, award will be made to the technically acceptable responsible Offerors whose proposals provide the greatest overall value to the Government, price and technical factors considered. Best value for the purpose of COMMITS, means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the solicitation. In making this evaluation, the Government is more concerned with obtaining superior management and technical skills than with making an award to the Offerors with the lowest labor prices.
- c. Information submitted under one functional area shall not be considered under another functional area (i.e., separate submission of information is required under each functional area for which an Offeror is proposed as a prime contractor). Each proposal shall stand-alone and be evaluated individually on its own merits.
- d. The quality of the Offeror's response and adherence to solicitation response requirements and/or restrictions will be considered reflective of the manner in which the Offeror could be expected to perform COMMITS tasks and will be considered in the evaluation process. Information furnished by Offerors beyond stated page limitations shall not be considered.
- e. The Government anticipates award without discussion.

M.3 MULTIPLE AWARDS

The Government intends to award multiple contracts in each of the three COMMITS functional areas described in Section C. While no maximum number of contracts has been determined, the Government will keep the number of awards to a reasonable amount considering such factors as:

- a. maintaining a sufficient number of contractors to ensure adequate competition for issuing task orders throughout COMMITS's life cycle;
- b. avoiding unnecessary and burdensome contract administration; and,
- c. ensuring that winning contractors have the opportunity for receiving a meaningful level of task order work.

It is the Government's intent to award without discussions. However, if the Government chooses to enter into discussions, the Government may reduce the number of proposals in consideration by establishing a competitive range. Should the Government determine that establishing a competitive range is appropriate, all Offerors will be notified of their competitive standing. Offerors determined to be outside the competitive range will be afforded a debriefing.

ATTACHMENTS J-1 THROUGH J-10

Reference Section J for Additional Information

COMMITTS FAIR OPPORTUNITY COMPETITIVE PROCEDURES

In accordance with FAR 16.505, the fair opportunity to be considered competitive procedures for the COMMITTS program is provided below.

As an overview, the basic COMMITTS fair opportunity competitive process begins when an information technology need is identified. A performance based (when appropriate) Statement of Requirements (SOR), with source selection criteria is prepared. Additionally, the requiring agency and COMMITTS program office define the roles and responsibilities of the government parties in a task order management plan. The SOR is offered to the appropriate COMMITTS contract holders to determine if they wish to submit a task order proposal. The requesting activity evaluates the submitted task order proposals, and based on an evaluation of the proposal against the previously developed evaluation criteria, the delivery order is awarded to the "best value" contractor.

In the event the Department of Commerce delegates ordering authority through this vehicle, the ordering agency must abide by the Department of Commerce ordering procedures. The following process represents general guidelines. The process for each effort can be tailored to fit the needs of the customer.

Step 1: Identify Need

Identifying the need for information technology solutions is the first step in the COMMITTS process. This task is the responsibility of the requiring activity (the customer). If an activity recognizes the need for information technology solutions, they should first contact the COMMITTS program office. The program office will provide guidance and instructions on the use of the COMMITTS contracts. The program office will, if needed, assist with the development of the full Statement of Requirements, and provide the necessary resources to fully describe the technical requirements of the task, to ensure successful competition and award of the delivery order. During this step the reimbursable charge to non-DOC customers will be discussed. The charge will be tailored to fit the amount of effort the customer requires of the COMMITTS office to satisfy their requirement.

Step 2: Address Scope Issues, if any

This is the responsibility of the COMMITTS Program Office, in conjunction with the COMMITTS Contracting Office. This step is necessary to ensure that the anticipated requirements are within the scope of the COMMITTS contracts. While this step is necessary, given the scope of work envisioned by the basic contracts, and the solution based structure, it is anticipated that only requirements that do not in some manner call for information technology would be considered outside the scope of the COMMITTS contract.

Step 3: Prepare Statement of Requirement (SOR), Source Selection Criteria, and Task Order Management Plan

As the title implies, the Statement of Requirements presents the requesting activities requirements. It is this document, along with the source selection criteria, that contractors will use to prepare proposals for evaluation. The SOR is the most important document in the process. The SOR must fully detail the entire requirement, as that will be the primary source of information used by the contractors to prepare their proposals. The SOR should not just be limited to technical details: logistics requirements, data deliverables, special instructions or conditions should also be described. For information technology services, it is important that the SOR be written as a performance based requirement. Preparation of the SOR and the source selection criteria is the responsibility of the requiring activity unless the activity requests COMMITS program office support.

Following the solution based structure, the COMMITS contracts have no contract pricing. This gives contractors the latitude to propose various solutions which that they feel will give the best value to the Government, at the time of requirement. Requesting activities are encouraged to perform market research in drafting the SOR. This could include seeking and receiving input or suggestions from the COMMITS contractors as well as other sources. However, COMMITS contractors are prohibited from preparing Statements of Requirements.

Preparation of the Source Selection Criteria will also be accomplished by the requiring activity. These criteria may be different for each SOR, but may include Price, Technical Solution, Management Approach, Past Performance and/or Small Business Participation.

In addition to identifying the evaluation criteria, the requesting activity can further identify the functional area, and category they wish for the fair opportunity competition to take place. For example, the nature of the requirement should identify which functional area would be best to request a solution, e.g., Information System Security Support Services. Within the functional area, the requesting activity can further identify the category (i.e., small, small disadvantaged, small disadvantaged 8(a), or small women-owned business) they want the competition to be conducted. This allows the requesting activity to select and receive acquisition credit based on the selected category's status.

Finally, the requesting activity with assistance of the COMMITS program office will develop a task order management plan. This plan will identify the specific responsibilities of each party in performing contract administration functions. The plan will further serve as a statement of work for any efforts to be performed by the COMMITS program office.

Step 4: Release Statement of Requirements via Internet

In keeping with the COMMITS program office's intent to minimize the flow of paper, the requiring activity will send the completed SORs and source selection evaluation criteria to the COMMITS program office for electronic release to COMMITS contractors. The COMMITS program office will use the COMMITS website for release of the SOR, source selection criteria, and other instructions to the COMMITS contractors.

Each SOR will be offered to the identified COMMITS category contractors in accordance with the requirement for fair opportunity to be considered as described in the Federal Acquisition Regulation (FAR) 16.505(b). The COMMITS program office cannot direct an award to a specific COMMITS contractor unless one of four exemptions in FAR 16.505(b)(2) applies. These exemptions are:

1. The agency's need for such supplies or services is of such urgency that providing such an opportunity would result in unacceptable delays.
2. Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
3. The order should be issued on a sole-source basis in the interest of economy and efficiency as logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
4. Necessary to satisfy a minimum order.

Step 5: Respond to SOR

After release of the SOR via the Internet, those contractors interested in submitting a proposal will provide detailed proposals in accordance with the suspense date provided and await Government evaluation.

In crafting solutions to specific task order requirements, the COMMITS contractors will have access to the General Services Administration's (GSA) Federal Supply Schedules (FSS). The Government will authorize the COMMITS contractors to use the FSS contracts to take advantage of the significant quantity discounts available to the Government. Small businesses may not be able to match the Government's buying power or achieve similar discounts. It is in the best interest of the Government to allow COMMITS contractors the opportunity to use the FSS contracts for each proposed task order solution.

Step 6: Evaluate Responses to SOR

Proposal evaluation will be conducted by the requiring activity. The COMMITS program office can assist in the evaluation as necessary. Each evaluation shall be conducted in accordance with the established evaluation criteria. The requiring activity is responsible for selecting the best value contractor. An evaluation report will be provided to the COMMITS program office with the results of the evaluation.

Step 7: Award Task Order

If award authority has been delegated, the requiring activity places the task order with the selected contractors. Copies of the task order will be provided to the COMMITS program office.

If award authority remains with the COMMITS contracting officer, the requesting activity forwards their appropriate funding document, to the COMMITS program office. Based on the selection decision, the COMMITS contracting officer will award the task order to the successful contractor. Successful offerors will be notified and arrangements will be made for work to begin. In either case, the funding agency will receive award credit for the category of business selected (i.e., small, small disadvantaged, small disadvantaged 8(a), and small women-owned).

Step 8: Execute Task Order

Unless the agency requests COMMITS program office support, the responsibility for managing the delivery order resides with the requiring activity. The requiring activity's responsibilities will be spelled out in the task management plan. At a minimum, the requiring activity will be responsible for completing past performance reports which will be sent the contractor for comment and then to the COMMITS program office. These performance reports will be maintained in a past performance database, to be used for future task order evaluations, and general reporting requirements.

Step 9: Acceptance of Product and/or Service.

When the work is completed, the requiring activity accepts the products and services via the appropriate acceptance document.

MONTHLY PROGRAM STATUS REPORT

1.0 Contract Overview Charts

TO Number	TO Type	TO Value w/o Options	TO Value w/Options	Cost Status	Schedule Status	Quality Status
T990001	CPFF	\$100,000	\$ 600,000	GREEN	GREEN	GREEN
T990002	FFP	\$200,000	\$ 700,000	GREEN	YELLOW	GREEN
T990003	CPAF	\$300,000	\$ 800,000	GREEN	BLUE	GREEN
T990004	T&M	\$400,000	\$ 900,000	RED	GREEN	GREEN
T990005	FPAF	\$500,000	\$1,000,000	GREEN	GREEN	BLUE

The Contractor will evaluate each active task order and provide a subjective rating of cost, schedule and quality status using the following color coding by task order:

Blue = Outstanding Green = Acceptable Yellow = Minor Problem Red = Major Problem

A red or yellow entry in the cost, schedule or quality status columns requires separate narrative comment in Section 3.0 of this report.

2.0 Major Accomplishments and Milestone Achievements

Where applicable, the Contractor will provide narrative summarizing major accomplishments and milestones achieved.

3.0 Problem Identification and Corrective Actions

For each red or yellow area identified in Section 1.0 of this report, the Contractor will provide a narrative describing the problem, its impact, the corrective actions being taken to remedy the problem, and any other pertinent information.

Employee/Contractor Non-Disclosure Agreement Form

A Quotation from USC Title 18, Section 1905:

“Whoever, being an officer or employee of the United State or of any department or agency thereof, publishes, divulges, discloses, or makes known in any manner or to any extent not authorized by law any information coming to him in the course of this employment of official duties or by reason of any examination or investigation made by, or return, report or record made to or filed with, such department or agency or officer or employee thereof, which information concerns or relates to the trade secrets, processes, operation, style of work, or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation or association; or permits any income return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person except as provided by law; shall be fined not more than \$1,000 or imprisoned not more than one year, or both; and shall be removed from office or employment.”

I, as a government employee or official Government contractor employee, certify that I will not disclose, publish, divulge, release, or make known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, the content of any procurement sensitive information provided during the course of my employment. I understand that for the purpose of this agreement, procurement sensitive information is to include procurement data, contract information, plans, and strategies.

I hereby certify that I have read the non-disclosure agreement described above and I am familiar with the directives and policies governing the disclosure of procurement sensitive information. I will fully and completely observe these directives and will not disclose such information to any unauthorized person, or use any information obtained for private use or gain.

NAME (Please Print)

SIGNATURE

DATE

ORGANIZATION/AFFILIATION

CONTRACT NO.

**AGENCY PROTEST PROCEDURES DEPARTMENT OF COMMERCE
AGENCY-LEVEL PROTEST PROCEDURES LEVEL
ABOVE THE CONTRACTING OFFICER (DEC 1996)**

I. PURPOSE

To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer.

II. DEFINITIONS

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES

- a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to the Contracting Officer.

“The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest." The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Contract Law Division
 Office of the Assistant General Counsel for Finance and Litigation
 Department of Commerce, Room H5882
 14th and Constitution Avenue, NW
 Washington, D.C. 20230
 FAX: 202-482-5858

- b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.
1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.
 2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.
 3. To be complete, protests must contain the following information:
 - (i) the protester's name, address, telephone number, and fax number
 - (ii) the solicitation or contract number, name of contracting office and the contracting officer
 - (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
 - (iv) copies of relevant documents supporting protester's statement
 - (v) a request for ruling by the agency
 - (vi) statement as to form of relief requested
 - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
 - (viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the contracting officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) The supplies or services are urgently required, (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the contracting officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified.

The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that: (i) contract performance would be in the best interest of the United States, or (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract,
- (2) re-compete the requirement,
- (3) issue a new solicitation,
- (4) refrain from exercising options under the contract,
- (5) award a contract consistent with statutes and regulations,
- (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

Quality Recognition and Certification Profile Form

Offeror's Name _____

Functional Area _____ (ISE, ISS, or SOM)

No.	Name of Quality Recognition or Certification Contact Person Name, Phone # and E-mail address	Date Received	1	2	3	4	5	6	7	8	9	10	11	12
1														
2														
3														
4														

Instructions: Place the name of the recognition/certification in the Name column, the date it was awarded in the date column, and check the task areas that are relevant to the award. Please note: this is a multi-purpose form, so you must take care that you indicate with a check or "X" only those that are applicable to the proposed functional area. These numbers correspond to those task areas found in Section C of the RFP. Please Note: It is the Offeror's responsibility to provide current contact information.

Past Performance Reference List Instructions

The Government will evaluate the Offeror's past performance in management of complex information technology service efforts in the proposed functional area. The evaluation will focus on the management tools and techniques applied to previous efforts and the results achieved. Special emphasis will be placed on the application and use of performance and customer satisfaction metrics.

For each of the contract/task order/project(s) that the Offeror discusses with respect to this evaluation criterion, please provide the point of contact information that will allow the government to confirm information provided in the revised proposal.

<p>Contract/Task Order Name/Project Name: Provide enough information so that the Government can quickly communicate to the contact person, which contract/task order/project is being discussed.</p>
<p>Contracting Officer/COTR/Program Manager/Project Manager: Provide the name of the person who will be able to validate the information provided.</p>
<p>Phone Number: Provide the Contact person's current phone number. It is the responsibility of the Offeror to ensure that this number is current.</p>
<p>E-Mail Address: Provide the Contact person's e-mail address. It is the responsibility of the Offeror to ensure that the e-mail address is current.</p>
<p>Management Tools and Metrics: This reference asks the offeror to focus on the management tools and techniques applied to previous efforts and the results achieved, including the application and use of performance and customer satisfaction metrics."</p>

Past Performance Reference List

1	Contract/Task Order Name/Project Name	
	Contracting Officer/COTR/Program Manager/Project Manager	
	Phone Number	
	E-Mail Address	
	Management Tools and Metrics	
2	Contract/Task Order Name/Project Name	
	Contracting Officer/COTR/Program Manager/Project Manager	
	Phone Number	
	E-Mail Address	
	Management Tools and Metrics	
3	Contract/Task Order Name/Project Name	
	Contracting Officer/COTR/Program Manager/Project Manager	
	Phone Number	
	E-Mail Address	
	Management Tools and Metrics	
4	Contract/Task Order Name/Project Name	
	Contracting Officer/COTR/Program Manager/Project Manager	
	Phone Number	
	E-Mail Address	
	Management Tools and Metrics	
5	Contract/Task Order Name/Project Name	
	Contracting Officer/COTR/Program Manager/Project Manager	
	Phone Number	
	E-Mail Address	
	Management Tools and Metrics	

Team Composition Form Instructions

General

This form is a multi-purpose form. Offerors must use this form for each revised proposal.

1. **Offeror Name:** Insert Offeror Name
2. **Functional Area:** Insert name of Functional Area for which the team composition form applies.
3. **Offeror's Subcontractors:** List those companies that are subcontractors to the Offeror.
4. **Meets FAR 19.102 Size Standards* (S, SD, 8(a), or WO)**

Indicate either S (Small), SD, (Small Disadvantaged), 8(a), or WO (Woman-Owned Small) for each subcontractor listed.

5. **Columns 1-12 – Task Areas of Proposed Functional Area**

Each functional area has defined task areas (see section C of the RFP).

The Offeror must indicate the extent of coverage that it and its subcontractors are proposing to perform by placing an "X" in each task area appropriate to the functional area being proposed. **Failure to indicate complete coverage in all task areas for a functional area may result in removal from competition.** Be sure to match the correct functional area tasks with the corresponding numbered Task Areas found in Section C of the RFP.

6. **Offeror's Signature:**

The Offeror must certify at the bottom of the form that its subcontractors meet the FAR 19.102 size standards.

Team Composition Form

Offeror's Name _____

Functional Area _____ (ISE, ISS, or SOM)

Offeror Information	Meets FAR 19.102 Size Standards as S, SD, 8(a), WO	1	2	3	4	5	6	7	8	9	10	11	12
Offeror Task Coverage	N/A												
Offeror's Subcontractors													
1.													
2.													
3.													
4.													
5.													
6.													
7.													
8.													

I hereby certify that the information provided herein is true, correct and complete, to the best of my knowledge, information and belief.

Authorized Signature and date

COMMITTS LABOR CATEGORY DESCRIPTIONS

Part I – Information Systems Engineering Labor Category Descriptions

1. COMMITTS Program Manager

Serves as the Contractor counterpart to the Government program/technical manager for COMMITTS. Manages substantial program/technical support operations involving multiple COMMITTS projects/task orders and personnel at diverse locations. Organizes, directs, and coordinates planning and execution of all program/technical support activities. Shall have demonstrated information technology expertise and communications skills to be able interface with all levels of management. Simultaneously plans and manages the transition of several highly technical projects. Establishes and alters (as necessary) management structure to effectively direct program/technical support activities. Meets and confers with Government management officials regarding the status of specific Contractor program/technical activities and problems, issues or conflicts regarding resolution.

2. Task Order Project Leader/Director

Provides competent leadership and responsible program direction through successful performance of a variety of detailed, diverse elements of project transitioning. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates and subcontractors and ensures assignments are completed as directed. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with contract requirements. Interfaces with the Contractor's COMMITTS Program Manager as well as Government management personnel including, but not limited to, the Contracting Officer and the Contracting Officer's Technical Representative. Reports in writing and orally to contractor management and Government representatives.

3. Computer Systems Analyst

Analyzes, develops, and/or reviews computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develops and/or oversees plans for automated data processing systems from project inception to conclusion. Analyzes information to be processed. Defines and analyzes problems and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions. Provides support for the installation, testing, implementation, and ongoing maintenance of the hardware/software to support EC/EDI functions and provides expertise in the area of EC/EDI translation software and systems.

4. Applications Programmer

Analyzes functional business applications and design specifications for functional areas such as payroll, logistics, and contracts. Develops block diagrams and logic flow charts.

Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers as required to ensure program deadlines are met.

5. System Programmer

Creates and/or maintains operating systems, communications software, data base packages, compilers, assemblers, and utility programs. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications.

6. Functional [Subject Matter] Expert

Analyzes user needs to determine functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task. Possesses requisite knowledge and expertise so recognized in the professional community that the Government is able to qualify the individual as an expert in the field for an actual task order. Demonstrates exceptional oral and written communication skills.

7. Quality Assurance Specialist

Develops and implements quality control methodologies to ensure compliance with quality assurance standards, guidelines, and procedures in a large computer-based organization. Develops and defines major and minor characteristics of quality including quality metrics and scoring parameters and determines requisite quality control resources for an actual task order. Establishes and maintains a process for evaluating hardware, software, and associated documentation and/or assists in the evaluation. Conducts and/or participates in formal and informal reviews at pre-determined points throughout the development life cycle.

8. Data Base Analyst

Manages and/or develops data base projects. Provides highly technical expertise in the use of Data Base Management Systems (DBMS) concepts. Evaluates and recommends available DBMS products and services to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications.

9. System Administrator/Operator

Supervises and manages the daily activities of configuration and operation of business/computer systems. Optimizes system operations and resource utilization and performs system capacity analysis and planning. Provides assistance to users in accessing and using business/computer systems. Monitors and supports computer processing. Coordinates input, output, and file media. Distributes output and controls computer operation.

10. Systems Engineer

Applies software, hardware, and standards information technology skills in the analysis, specification, development, integration, and acquisition of systems for information management applications. Ensures these systems and applications are compliant with standards for open systems architectures, reference models, and profiles of standards – such as the IEEE Open Systems Environment reference model – as they apply to the implementation and specification of information management solutions on the application platform, across the application program interface, and the external environment/software application. Evaluates and recommends COTS applications and methodologies that can be acquired to provide interoperable, portable, and scalable information technology solutions. Performs analysis and validation of reusable software/hardware components to ensure the integration of these components into interoperable information management designs.

11. Software Systems Specialist

Performs moderately complex analysis, design, development, testing, and implementation of computer software in support of a range of functional and technical environments. Develops solutions to problems involving telecommunications, network design analysis, database design, etc.

12. Information Systems Engineer

Analyzes information requirements. Evaluates analytically and systematically problems of workflows, organization, and planning and develops appropriate corrective action. Applies business process improvement practices to re-engineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Assist in establishing standards for information systems procedures. Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems. Constructs sound, logical business improvement opportunities consistent with the configuration information management guiding principles, cost savings, and open architecture objectives.

13. Software Engineer

Analyzes and studies complex system requirements. Designs software tools and subsystems to support software reuse and domain analyses and manages their implementation. Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques, and Computer Aided Software Engineering (CASE) tools. Interprets software requirements and design specifications to code, and integrates and tests software components. Estimates software development costs and schedule. Reviews existing programs and assists in making refinements, reducing operating time, and improving current techniques. Supervises software configuration management.

14. Technical Writer

Gathers, analyzes, and composes technical information required for preparation of user manuals, training materials, installation guides, proposals, reports, etc. Edits functional

descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel.

15. IRM Analyst

Ensures problem resolution and customer satisfaction for individual task orders. Performs technical and administrative efforts for tasks, including review of work products for correctness, compliance with industry accepted standards, federal government legislative and regulatory requirements, and user standards specified in task orders. Develops requirements of IT product/service (including specifications, feasibility studies, requirements analysis, etc.) from inception to conclusion on simple to complex projects.

16. Imaging Specialist

Provides highly technical and specialized solutions to complex imaging problems. Performs analyses, studies, and reports related to imaging.

Part II – Information Systems Security Labor Category Descriptions

1. COMMITS Program Manager

Serves as the Contractor counterpart to the Government program/technical manager for COMMITS. Manages substantial program/technical support operations involving multiple COMMITS projects/task orders and personnel at diverse locations. Organizes, directs, and coordinates planning and execution of all program/technical support activities. Shall have demonstrated information technology expertise and communications skills to be able interface with all levels of management. Simultaneously plans and manages the transition of several highly technical projects. Establishes and alters (as necessary) management structure to effectively direct program/technical support activities. Meets and confers with Government management officials regarding the status of specific Contractor program/technical activities and problems, issues or conflicts regarding resolution.

2. Task Order Project Leader/Director

Provides competent leadership and responsible program direction through successful performance of a variety of detailed, diverse elements of project transitioning. Directs completion of tasks within estimated timeframes and budget constraints. Schedules and assigns duties to subordinates and subcontractors and ensures assignments are completed as directed. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with contract requirements. Interfaces with the Contractor's COMMITS Program Manager as well as Government management personnel including, but not limited to, the Contracting Officer and the Contracting Officer's Technical Representative. Reports in writing and orally to contractor management and Government representatives.

3. Functional [Subject Matter] Expert

Analyzes user needs to determine functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task. Possesses requisite knowledge and expertise so recognized in the professional community that the Government is able to qualify the individual as an expert in the field for an actual task order. Demonstrates exceptional oral and written communication skills.

4. Quality Assurance Specialist

Develops and implements quality control methodologies to ensure compliance with quality assurance standards, guidelines, and procedures in a large computer-based organization. Develops and defines major and minor characteristics of quality including quality metrics and scoring parameters and determines requisite quality control resources for an actual task order. Establishes and maintains a process for evaluating hardware, software, and associated documentation and/or assists in the evaluation. Conducts and/or participates in formal and informal reviews at pre-determined points throughout the development life cycle.

5. Technical Writer

Gathers, analyzes, and composes technical information required for preparation of user manuals, training materials, installation guides, proposals, reports, etc. Edits functional

descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel.

6. Computer/Telecommunications Security Systems Specialist

Analyzes and defines security requirements for a variety of computer and telecommunications issues. Designs, develops, engineers, and implements solutions to requirements. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs. Performs risk analyses which also include risk assessment. Develops, analyzes, and implements security architecture(s) as appropriate.

7. IRM Analyst

Ensures problem resolution and customer satisfaction for individual task orders. Performs technical and administrative efforts for tasks, including review of work products for correctness, compliance with industry accepted standards, federal government legislative and regulatory requirements, and user standards specified in task orders. Develops requirements of IT product/service (including specifications, feasibility studies, requirements analysis, etc.) from inception to conclusion on simple to complex projects.

8. Training Specialist

Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

Part III – Systems Operations and Maintenance Labor Category Descriptions

1. COMMITS Program Manager

Serves as the Contractor counterpart to the Government program/technical manager for COMMITS. Manages substantial program/technical support operations involving multiple COMMITS projects/task orders and personnel at diverse locations. Organizes, directs, and coordinates planning and execution of all program/technical support activities. Shall have demonstrated information technology expertise and communications skills to be able interface with all levels of management. Simultaneously plans and manages the transition of several highly technical projects. Establishes and alters (as necessary) management structure to effectively direct program/technical support activities. Meets and confers with Government management officials regarding the status of specific Contractor program/technical activities and problems, issues or conflicts regarding resolution.

2. Task Order Project Leader/Director

Provides competent leadership and responsible program direction through successful performance of a variety of detailed, diverse elements of project transitioning. Directs completion of tasks within estimated timeframes and budget constraints. Schedules and assigns duties to subordinates and subcontractors and ensures assignments are completed as directed. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with contract requirements. Interfaces with the Contractor's COMMITS Program Manager as well as Government management personnel including, but not limited to, the Contracting Officer and the Contracting Officer's Technical Representative. Reports in writing and orally to contractor management and Government representatives.

3. System Programmer

Creates and/or maintains operating systems, communications software, data base packages, compilers, assemblers, and utility programs. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications.

4. Functional [Subject Matter] Expert

Analyzes user needs to determine functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task. Possesses requisite knowledge and expertise so recognized in the professional community that the Government is able to qualify the individual as an expert in the field for an actual task order. Demonstrates exceptional oral and written communication skills.

5. Quality Assurance Specialist

Develops and implements quality control methodologies to ensure compliance with quality assurance standards, guidelines, and procedures in a large computer-based organization. Develops and defines major and minor characteristics of quality including quality metrics and scoring parameters and determines requisite quality control resources for an actual

task order. Establishes and maintains a process for evaluating hardware, software, and associated documentation and/or assists in the evaluation. Conducts and/or participates in formal and informal reviews at pre-determined points throughout the development life cycle.

6. Data Base Analyst

Manages and/or develops data base projects. Provides highly technical expertise in the use of Data Base Management Systems (DBMS) concepts. Evaluates and recommends available DBMS products and services to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications.

7. System Administrator/Operator

Supervises and manages the daily activities of configuration and operation of business/computer systems. Optimizes system operations and resource utilization and performs system capacity analysis and planning. Provides assistance to users in accessing and using business/computer systems. Monitors and supports computer processing. Coordinates input, output, and file media. Distributes output and controls computer operation.

8. Systems Engineer

Applies software, hardware, and standards information technology skills in the analysis, specification, development, integration, and acquisition of systems for information management applications. Ensures these systems and applications are compliant with standards for open systems architectures, reference models, and profiles of standards – such as the IEEE Open Systems Environment reference model – as they apply to the implementation and specification of information management solutions on the application platform, across the application program interface, and the external environment/software application. Evaluates and recommends COTS applications and methodologies that can be acquired to provide interoperable, portable, and scalable information technology solutions. Performs analysis and validation of reusable software/hardware components to ensure the integration of these components into interoperable information management designs.

9. ADP Hardware Specialist

Reviews computer systems in terms of machine capabilities and man-machine interface. Prepares reports and studies concerning hardware. Prepares functional requirements and specifications.

10. Communications Hardware Specialist

Analyzes network and computer communications hardware characteristics and recommends equipment procurement, removals, and modifications. Adds, deletes, and modifies, as required, host, terminal, and network devices. Assists and coordinates with communications network specialists in the area of communication software. Analyzes and implements communications standards and protocols according to site requirements.

11. Communications Software Specialist

Analyzes network and computer communications software characteristics and recommends software procurement, removals, and modifications. Adds, deletes, and modifies, as required, host, terminal, and network devices in light of discerned software needs/problems. Assists and coordinates with communications network specialists in the area of communications software.

12. Communications Network Specialist

Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput) and recommends procurement, removals, and modifications to network components. Designs and optimizes network topologies and site configurations. Plans installations, transitions, and cutovers of network components and capabilities. Ensures maintenance of systems. Coordinates requirements with users and suppliers. Provides support on all phases of analysis, design, testing, and implementation of networks and the telecommunications infrastructure to support EC/EDI functions.

13. Operations Manager

Manages computer operations, including at Government facilities. Schedules machine time and directs data entry efforts. Provides users with computer output. Oversees all operations to ensure downtime is minimized, necessary supplies are restocked in a timely manner, customer requests/complaints are readily resolved, etc.

14. Technical Writer

Gathers, analyzes, and composes technical information required for preparation of user manuals, training materials, installation guides, proposals, reports, etc. Edits functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel.

15. Computer/Telecommunications Security Systems Specialist

Analyzes and defines security requirements for a variety of computer and telecommunications issues. Designs, develops, engineers, and implements solutions to requirements. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs. Performs risk analyses which also include risk assessment. Develops, analyzes, and implements security architecture(s) as appropriate.

16. IRM Analyst

Ensures problem resolution and customer satisfaction for individual task orders. Performs technical and administrative efforts for tasks, including review of work products for

correctness, compliance with industry accepted standards, federal government legislative and regulatory requirements, and user standards specified in task orders. Develops requirements of IT product/service (including specifications, feasibility studies, requirements analysis, etc.) from inception to conclusion on simple to complex projects.

17. Training Specialist

Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

18. Imaging Specialist

Provides highly technical and specialized solutions to complex imaging problems. Performs analyses, studies, and reports related to imaging.

Pricing for Contract Performance and Solicitation Evaluation

NOTICE: Microsoft 97 Excel Workbooks Provided Electronically

Reference Posting of Amendment No. 14 for electronic versions of the forms referenced below.

Part I – Direct Labor Pricing

Part II – Pricing Evaluation Spreadsheet

U.S. DEPARTMENT OF LABOR WAGE DETERMINATION

94-2103 DC, DISTRICT-WIDE

06/14/00

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2103

Revision No.: 21

Date Of Last Revision: 06/09/2000

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George,

Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Mortician	21.63
School Crossing Guard (Crosswalk Attendant)	8.60
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.16
Accounting Clerk II	11.88
Accounting Clerk III	14.04
Accounting Clerk IV	16.37
Court Reporter	13.68
Dispatcher, Motor Vehicle	14.33
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	13.64
General Clerk I	9.30
General Clerk II	10.92
General Clerk III	12.20
General Clerk IV	17.04
Housing Referral Assistant	17.20
Key Entry Operator I	10.40
Key Entry Operator II	11.62
Messenger (Courier)	9.30
Order Clerk I	11.65
Order Clerk II	12.88
Personnel Assistant (Employment) I	11.49
Personnel Assistant (Employment) II	12.54
Personnel Assistant (Employment) III	14.46
Personnel Assistant (Employment) IV	17.24

Production Control Clerk	16.30
Rental Clerk	14.02
Scheduler, Maintenance	14.02
Secretary I	14.02
Secretary II	15.35
Secretary III	17.21
Secretary IV	19.57
Secretary V	22.01
Service Order Dispatcher	12.50
Stenographer I	13.72
Stenographer II	15.39
Supply Technician	19.57
Survey Worker (Interviewer)	13.68
Switchboard Operator-Receptionist	10.64
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk I	9.19
Travel Clerk II	9.87
Travel Clerk III	10.60
Word Processor I	10.85
Word Processor II	12.47
Word Processor III	15.47
Automatic Data Processing Occupations	
Computer Data Librarian	10.56
Computer Operator I	10.59
Computer Operator II	12.48
Computer Operator III	15.13
Computer Operator IV	17.11
Computer Operator V	18.41
Computer Programmer I (1)	17.08
Computer Programmer II (1)	20.04
Computer Programmer III (1)	23.46
Computer Programmer IV (1)	27.21
Computer Systems Analyst I (1)	21.34
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.87
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.03
Automotive Glass Installer	17.03
Automotive Worker	17.03
Electrician, Automotive	18.05
Mobile Equipment Service	14.94
Motor Equipment Metal Mechanic	19.03
Motor Equipment Metal Worker	17.03
Motor Vehicle Mechanic	19.11
Motor Vehicle Mechanic Helper	13.85
Motor Vehicle Upholstery Worker	16.01
Motor Vehicle Wrecker	17.03
Painter, Automotive	18.05
Radiator Repair Specialist	17.03
Tire Repairer	14.43
Transmission Repair Specialist	19.03

Food Preparation and Service Occupations	
Baker	11.87
Cook I	10.41
Cook II	11.87
Dishwasher	8.60
Food Service Worker	8.19
Meat Cutter	13.65
Waiter/Waitress	8.17
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.05
Furniture Handler	12.55
Furniture Refinisher	18.05
Furniture Refinisher Helper	13.85
Furniture Repairer, Minor	16.01
Upholsterer	18.05
General Services and Support Occupations	
Cleaner, Vehicles	8.21
Elevator Operator	8.60
Gardener	11.94
House Keeping Aid I	7.67
House Keeping Aid II	8.50
Janitor	8.47
Laborer, Grounds Maintenance	9.37
Maid or Houseman	7.61
Pest Controller	11.17
Refuse Collector	8.60
Tractor Operator	11.07
Window Cleaner	9.23
Health Occupations	
Dental Assistant	12.21
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
Licensed Practical Nurse I	14.11
Licensed Practical Nurse II	15.84
Licensed Practical Nurse III	17.73
Medical Assistant	10.92
Medical Laboratory Technician	10.92
Medical Record Clerk	10.92
Medical Record Technician	13.15
Nursing Assistant I	7.53
Nursing Assistant II	8.47
Nursing Assistant III	10.85
Nursing Assistant IV	12.18
Pharmacy Technician	11.84
Phlebotomist	10.19
Registered Nurse I	18.90
Registered Nurse II	21.19
Registered Nurse II, Specialist	21.19
Registered Nurse III	25.65
Registered Nurse III, Anesthetist	25.65
Registered Nurse IV	30.74
Information and Arts Occupations	
Audiovisual Librarian	18.95
Exhibits Specialist I	15.64

Exhibits Specialist II	19.56
Exhibits Specialist III	24.08
Illustrator I	15.64
Illustrator II	19.56
Illustrator III	24.08
Librarian	21.32
Library Technician	13.99
Photographer I	13.93
Photographer II	15.64
Photographer III	19.56
Photographer IV	24.08
Photographer V	26.50
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.93
Counter Attendant	6.93
Dry Cleaner	8.94
Finisher, Flatwork, Machine	6.93
Presser, Hand	6.93
Presser, Machine, Drycleaning	6.93
Presser, Machine, Shirts	6.93
Presser, Machine, Wearing Apparel, Laundry	6.93
Sewing Machine Operator	9.66
Tailor	10.35
Washer, Machine	7.60
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.05
Tool and Die Maker	21.95
Material Handling and Packing Occupations	
Forklift Operator	12.68
Fuel Distribution System Operator	17.62
Material Coordinator	16.10
Material Expediter	16.10
Material Handling Laborer	10.36
Order Filler	13.21
Production Line Worker (Food Processing)	11.64
Shipping Packer	12.21
Shipping/Receiving Clerk	13.09
Stock Clerk (Shelf Stocker; Store Worker II)	12.09
Store Worker I	8.61
Tools and Parts Attendant	14.77
Warehouse Specialist	13.05
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.95
Aircraft Mechanic Helper	14.51
Aircraft Quality Control Inspector	21.01
Aircraft Servicer	16.78
Aircraft Worker	17.84
Appliance Mechanic	18.05
Bicycle Repairer	14.43
Cable Splicer	19.03
Carpenter, Maintenance	18.05
Carpet Layer	17.44
Electrician, Maintenance	19.20

Electronics Technician, Maintenance I	16.05
Electronics Technician, Maintenance II	20.49
Electronics Technician, Maintenance III	22.31
Fabric Worker	15.76
Fire Alarm System Mechanic	19.03
Fire Extinguisher Repairer	14.94
Fuel Distribution System Mechanic	19.03
General Maintenance Worker	16.46
Heating, Refrigeration and Air Conditioning Mechanic	19.03
Heavy Equipment Mechanic	19.03
Heavy Equipment Operator	19.31
Instrument Mechanic	19.03
Laborer	10.04
Locksmith	18.05
Machinery Maintenance Mechanic	20.51
Machinist, Maintenance	21.52
Maintenance Trades Helper	13.85
Millwright	19.03
Office Appliance Repairer	18.05
Painter, Aircraft	18.05
Painter, Maintenance	18.05
Pipefitter, Maintenance	18.39
Plumber, Maintenance	18.05
Pneudraulic Systems Mechanic	19.03
Rigger	19.03
Scale Mechanic	17.03
Sheet-Metal Worker, Maintenance	19.03
Small Engine Mechanic	20.05
Telecommunication Mechanic I	19.03
Telecommunication Mechanic II	20.05
Telephone Lineman	19.03
Welder, Combination, Maintenance	19.03
Well Driller	19.03
Woodcraft Worker	19.03
Woodworker	15.32
Miscellaneous Occupations	
Animal Caretaker	8.91
Carnival Equipment Operator	11.11
Carnival Equipment Repairer	11.97
Carnival Worker	7.48
Desk Clerk	9.78
Embalmer	19.04
Lifeguard	8.89
Park Attendant (Aide)	11.17
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03
Recreation Specialist	15.94
Recycling Worker	11.11
Sales Clerk	8.03
Sport Official	8.89
Survey Party Chief (Chief of Party)	12.33
Surveying Aide	7.33
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.21
Swimming Pool Operator	11.87

Vending Machine Attendant	9.68
Vending Machine Repairer	11.90
Vending Machine Repairer Helper	9.68
Personal Needs Occupations	
Child Care Attendant	8.99
Child Care Center Clerk	12.54
Chore Aid	7.61
Homemaker	14.35
Plant and System Operation Occupations	
Boiler Tender	19.03
Sewage Plant Operator	18.05
Stationary Engineer	19.03
Ventilation Equipment Tender	13.85
Water Treatment Plant Operator	18.05
Protective Service Occupations	
Alarm Monitor	12.39
Corrections Officer	17.69
Court Security Officer	18.18
Detention Officer	17.69
Firefighter	18.84
Guard I	8.80
Guard II	11.59
Police Officer I	20.49
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.46
Hatch Tender	14.31
Line Handler	14.31
Stevedore I	15.47
Stevedore II	17.45
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.40
Air Traffic Control Specialist, Station (2)	18.14
Air Traffic Control Specialist, Terminal (2)	20.30
Archeological Technician I	14.11
Archeological Technician II	15.78
Archeological Technician III	19.56
Cartographic Technician	22.50
Cashier	7.75
Civil Engineering Technician	19.56
Computer Based Training (CBT) Specialist/ Instructor	21.34
Drafter I	11.84
Drafter II	14.82
Drafter III	16.64
Drafter IV	20.81
Engineering Technician I	13.74
Engineering Technician II	15.95
Engineering Technician III	19.17
Engineering Technician IV	21.99
Engineering Technician V	26.90
Engineering Technician VI	32.55
Environmental Technician	18.91
Flight Simulator/Instructor (Pilot)	27.76
Graphic Artist	18.56

Instructor	21.90
Laboratory Technician	15.13
Mathematical Technician	19.13
Paralegal/Legal Assistant I	14.53
Paralegal/Legal Assistant II	18.53
Paralegal/Legal Assistant III	22.67
Paralegal/Legal Assistant IV	27.43
Photooptics Technician	21.06
Technical Writer	19.90
Unexploded (UXO) Safety Escort	16.92
Unexploded (UXO) Sweep Personnel	16.92
Unexploded Ordnance (UXO) Technician I	16.92
Unexploded Ordnance (UXO) Technician II	20.47
Unexploded Ordnance (UXO) Technician III	24.53
Weather Observer, Combined Upper Air and Surface Programs (3)	15.13
Weather Observer, Senior (3)	17.62
Weather Observer, Upper Air (3)	15.13
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.70
Parking and Lot Attendant	8.62
Shuttle Bus Driver	11.76
Taxi Driver	10.01
Truckdriver, Heavy Truck	17.52
Truckdriver, Light Truck	11.78
Truckdriver, Medium Truck	14.97
Truckdriver, Tractor-Trailer	17.52

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay

for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

Copies of specific job descriptions may also be obtained from the appropriate

contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444(SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond

paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations"(the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.