

## **Section H: Special Contract Requirements**

### **H.1 Term of Contract**

The effective period of this contract is for a base period of three years (36 months) from date of award and, at the option of the Government, five successive one-year renewal options.

### **H.2 Overall Contract Minimum Amount**

The Government shall guarantee a minimum of \$1,000 to each awardee under this contract during the base period, subject only to adjustment in accordance with the dollar limits that would apply in the event that the Government exercises its rights under the Termination Clauses of this contract. Orders of any items listed under Section B of this contract, and any Other Direct Costs associated with any orders awarded will apply toward this minimum guarantee.

### **H.3 Overall Contract Maximum Amount**

The maximum amount for each contract is \$35 Billion. However, since the total amount for all contracts will not exceed \$35 Billion, as more orders are issued under one contract, the value of orders which can be issued under the other contracts decreases by an equal amount.

### **H.4 Authorized Users**

1. This contract is for the use of all Federal agencies; authorized Federal contractors; agency-sponsored universities and laboratories; and as authorized by law or regulation, state, local, and tribal Governments, and other organizations. All organizations listed in General Services Administration (GSA) Order ADM 4800.2D (as updated) are eligible.
2. The Government has the right to add authorized users as defined in the above paragraph at any time during the term of this contract.

### **H.5 Minimum Subcontracting Goals**

Because of the size, scope, and magnitude of this acquisition, the Government anticipates substantial subcontracting opportunities for small business concerns. The contractor shall provide a Subcontracting Plan that conforms to the requirements herein and those in Section J. The Government intends to monitor the contractor's adherence to the Subcontracting Plan and continually work to ensure the maximum practicable participation of small business concerns in the FTS Program. In support of this effort, the contractor shall provide to the GSA ACO, on a semi-annual basis:

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1. A concise written summary of progress in the contractor's subcontracting outreach program (as described in the contractor's Subcontracting Plan)
2. A list of subcontracts awarded and any letters of commitment
3. An updated checklist which tracks adherence to the provisions of the Subcontracting Plan
4. Semi-annual meetings with representatives of the Contracting Office, the Program Management Office, and the Small Business Administration to discuss the contractor's activity in the contractor's subcontracting program

The contractor, in addition to the requirement to file a Standard Form (SF) 294 or SF 295 *Subcontracting Report* as required in FAR 52.219-09, shall provide the GSA ACO *Subcontracting Report* backup data. The backup data shall consist of a spreadsheet showing, in chronological order of subcontract award, the work activities, the dollar value of each subcontract, and the name and size of the business concern to which the subcontract was awarded. The information in the backup data shall correlate with the contractor's SF 294 or SF 295 *Subcontracting Report*.

The minimum target subcontracting goals for this acquisition are:

Total Small Business	40%
Small Disadvantaged	10%
Women-Owned	5%
Veteran Owned*	5%
HUBZone Certified	2.5%

\*Disabled Veterans are included in the overall Veteran owned goal.

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

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

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

### **H.7 Personnel Conduct**

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

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

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

The contractor and any subcontractors are hereby placed on notice that they may be precluded from participating in future federal contract competitions for the furnishing of systems, subsystems, major components, or other hardware or software items, resulting from specifications, statements of work, or other services performed under an order on this contract, for a period of 24 months after completion of the order. The guidelines and procedures of FAR Subpart 9.5 will be used in identifying and resolving any issues of organizational conflicts of interest.

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

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

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

1. Any GSA or Government information made available shall be used only for the purpose of performing contract requirements and shall not be disclosed in any manner to any person except as may be necessary in the performance of the contract.

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2. In performance of this contract, the contractor agrees to assume responsibility for protecting the confidentiality of Government records and for ensuring that all work is performed under the supervision of the contractor or the contractor's responsible employees.
3. Each officer or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that information disclosed to such officer or employee can be used only for the purpose and to the extent authorized herein. Use of such information for a purpose or to an extent unauthorized herein may subject the offender to criminal sanctions imposed by 18 United States Code (U.S.C.) Section 641. The law provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisonment of up to 10 years, or both.
4. The Contractor further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. One copy of each signed agreement shall be forwarded to the ACO. These shall be signed prior to work commencing.

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**NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES**

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

1. All work shall be performed under the contractor's, or the contractor's responsible employees' supervision.

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

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

In conformance with the Government's need to record and maintain information on contractor's performance during the life of this contract, the Government will periodically evaluate the manner in which the contractor is performing contract requirements in such areas as, but not limited to: quality of service; customer service; cost efficiencies; timeliness; history of reasonable and cooperative behavior; and professionalism. Information obtained as a result of the evaluations may be shared with Government agencies for their use in support of future award decisions (reference FAR 42.15).

### **H.12 Transition**

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

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

The contractor shall have management and administrative support in place to receive task requests at the time of the Notice to Proceed on this contract. The Notice to Proceed will be not less than 15 working days after award. Addresses, telephone numbers, and functional responsibilities shall be provided to the PCO at this time.

### **H.13 Phase Out of Contract and Continuity of Services**

If a successor contract is awarded prior to the final expiration date of this contract, the Government may issue orders to the successor contractor prior to the expiration date of this contract.

The contractor must recognize that services under this contract are vital to the Government and must be continued without interruption and that upon contract expiration, a successor, either the Government or another contractor, may continue such services. The contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition.

Orders scheduled to be completed after the expiration of this contract, may be terminated for the convenience of the Government, and issued to the successor contractor. The incumbent contractor shall maintain adequate administrative and management support for active orders after contract expiration, for at least 90 days.

The contractor shall provide phase-in, phase-out services, at no additional cost to the Government, as long as there is any active order. Appropriate task management personnel shall meet with the successor contractor to coordinate task transition. Discussions shall include personnel transition to the successor contractor, and the transition of task specific items such as Government or contractor furnished supplies, materials, equipment, and services.

### **H.14 On-Call Service**

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

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

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

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

### **H.15 National Emergency**

In time of a national emergency and/or war, the contractor maintenance personnel shall continue performance in accordance with the contract.

### **H.16 Electronic Access to the Contract**

The contractor is hereby advised that a redacted version of the contract and all modifications that includes prices for the base period shall be made available on an electronic bulletin board and/or the Internet.

The contractor shall submit both a redacted version and a non-redacted version of the contract and any modifications, including the contractor proposal incorporated by reference, in the format requested.

The redacted version shall be prepared in accordance with Freedom of Information Act guidance and will be approved by the GSA ACO before release.

To facilitate this process, the contractor shall provide deliveries of both electronic and paper copies of the contract and any contract modifications within 20 Government working days after the Notice to Proceed or a contract modification.

In accordance with the Federal Acquisition Regulation (FAR) Part 15.207, the Government will take the necessary and usual steps to maintain the confidentiality of information submitted by the offeror prior to award of the contract and modifications. The contractor is advised that upon award, the Government will make the current year's contract prices publicly available for each year of the contract (up to eight years) from the first day to the last day of the contract.

### **H.17 Price Reductions**

1. The contractor may waive any non-recurring charge, including an installation or Service Initiation Charge or a Cancellation Charge (CC), at any time, to any customer.

2. The contractor may reduce contract prices at any time. Price reductions shall be subject to the following conditions:
  - a. The contractor shall propose all price reductions to the GSA ACO.
  - b. The proposed price reduction shall become effective on the first day of the next invoicing period.
  - c. Price reduction proposals shall include all contract pricing tables, and the effective date(s) of the price reduction. The contractor shall provide all revised pricing tables in an electronic format (or formats) that complies with contractual specifications.

### **H.18 Geographic Area Related**

With respect to any unique imposed taxes identified by the contractor, the Government generally will pay taxes as they apply to the geographic area served under this contract, with the following exception: Taxes from which the Federal Government is expressly exempt under the authorizing state statute or local ordinance.

### **H.19 Deductions**

#### **H.19.1 Additional Terms and Conditions for Failure to Provide Service or Meet Contract Requirements**

If services are delayed, the Government may terminate this contract or cancel an order in whole or in part, under the *Default (Fixed-Price Supplies and Services)* (APR 1984), FAR 52.249-8. However, the Government may elect not to terminate or cancel the order and instead accept consideration in lieu thereof. Consideration will be negotiated on an individual-case basis between the Government and the contractor.

#### **H.19.2 Retention of Government Rights**

Notwithstanding any provision of this section or any Government action taken under the provisions of this section, the Government retains all rights and remedies available to it under any other provisions of this contract under law.

### **H.20 News Releases**

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

## **H.21 Facilities, Supplies and Services**

### **H.21.1 Off-Site Task Order Related Services**

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

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

### **H.21.2 Contractor Supplied**

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

- Contract-related services are administrative and management functions necessary to support the contract, and the hardware, software, and communications systems necessary to interface effectively and efficiently with the GSA. These include, but are not limited to: financial management, recruiting, interviewing, training, payroll preparation, travel arrangements, task proposal preparation, obtaining security clearances, contracting, and clerical support.
- Office and working space for contract-related services.
- Office equipment and expenses necessary to perform contract-related services including: IT and network operations, printing, photocopying, communications, postage, express mail, paper and copying supplies, local and long distance telephone service, and other services, equipment and supplies required in support of this contract.
- Proposed tools and methodologies

### **H.21.3 Government Supplied**

The Government will furnish, at no cost to the contractor, when required and authorized by the order:

- For on-site work, work space, furnishings, telephone service, supplies, equipment, and materials will be provided. Computer hardware, software, communication networks, printers, and other peripherals and resources available from the Government and required for order performance.
- For off-site work, individual high cost items or difficult-to-obtain pieces of equipment or materials, and very specialized or unique equipment directly related to the order. Where possible and appropriate, external access to Government facilities and resources will be provided.
- Government forms, publications, documents, and other information required for order performance

### **H.21.4 Reimbursable Contractor Supplies, Equipment and Services**

If the Government determines that it is unable to furnish equipment, materials, supplies, and services, which would otherwise be provided to the contractor at no cost due to order performance being at an on-site Government provided facility, or a high cost item at an off-site contractor furnished facility, the contractor (when authorized by an order) shall obtain the necessary resources as a direct cost to the order, subject to the following conditions:

- The resources shall be obtained from sources that are most advantageous to the Government, price and other factors considered
- The contractor is authorized to acquire equipment, materials, supplies, and services for performance on an order, and ultimate ownership by the Government (except services), if the expenditure has been authorized as a direct cost. All purchases shall be made in accordance with applicable Government acquisition regulations.

### **H.22 Permits**

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

### **H.23 Special Requirements For Work In Areas Containing Asbestos**

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

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

### **H.24 Historic Buildings**

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

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

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

### **H.24.1 Historical Preservation Officer - Public Buildings Service (PBS)**

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

### **H.24.2 Historic Buildings Reference Documents**

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

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

### **H.25 Insurance**

1. For the purposes of FAR 52.245-2(g), delivery of the Government property to the CONNECTIONS contractor is deemed to occur upon issuance of the Notice to Proceed related to the Government Furnished Property (GFP) and satisfaction of Paragraph 2 below.
2. Upon submission of a Final Revised Proposal (FRP), the offeror shall provide, at its own expense and from its insurer(s) rated by A.M. Best at "A" or better and licensed to do business in each state in which the work related to the GFP is to be performed, a binding letter of commitment that guarantees after award the insurance outlined in items 2a through 2e. The coverage specified in items 2(a) and 2(b) may be provided through one or more policies other than standard Commercial General Liability and Automobile Liability, provided that the resulting coverage is equal to or greater than the coverage described in items 2a and 2b. Said policies shall provide that policies shall not be changed, altered or cancelled until thirty (30) days written notice has been given to the Government. Any such cancellation, change or alteration shall not relieve the offeror of its continuing obligation to maintain insurance coverage in accordance with this Section. Within 15 days after contract award, the CONNECTIONS

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contractor shall provide a certified copy of the insurance policies or policy addendum(s) by this Paragraph 2.

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

- e. Vessel liability. When contract performance involves use of vessels, the contractor shall obtain appropriate vessel collision liability and protection and indemnity liability insurance.

#### **H.26 Limitation of Warranty for Government Furnished Software**

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

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

#### **H.27 Contractors Commitments, Warranties, and Representations**

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

- Any warranty or representation made by the contractor in a proposal as to software, systems performance, and other physical design or functioning characteristics of a component or system.
- Warranties or representations made by the contractor concerning the characteristics of items, made in any literature, descriptions or specifications accompanying or referred to in a proposal.
- Written modification, affirmation, or representation as to the above which is made by the contractor in or during the course of negotiations, whether or not incorporated formally into the proposal.

#### **H.28 Hold Harmless and Indemnification Agreement**

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, destruction, or damage to any property (including electronic storage areas), 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 willful, negligent, or careless acts or omissions of the contractor, its subcontractors, or any employee, agent or representative of the contractor or its subcontractors.

### **H.29 Rehabilitation Act of 1973**

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

### **H.30 Other Direct Costs (ODC)**

ODCs, for material necessary for performance of this contract, shall be specified in individual orders and shall be reimbursed in accordance with the "Compensation" and "Payments" clauses of this contract. Items not specifically incorporated into Section B may be proposed in response to an order request under ODCs provided that the items proposed are within the scope of the contract as set forth in Section C. The scope of each of the three CONNECTIONS categories is as defined in Section C. Individual orders, including those containing ODCs, will be placed in a single category; orders cannot be split between the three categories. If questions arise as to whether any proposed ODC item(s) is within the scope of the category in question in Section C, the questions will be referred to the GSA PCO for review and resolution before inclusion in the order. All terms and conditions of the CONNECTIONS contract shall be applicable to items proposed as ODCs on orders. All items proposed as ODCs shall be clearly labeled as such.

The Designated Agency Official (DAO) will establish the maximum allowable amounts of ODCs in accordance with the following limitations. For orders placed under Category 1, ODCs in excess of \$10 million will be referred to the GSA PCO for review and approval; for Category 2 orders, ODCs in excess of \$15 million will be referred to the GSA PCO for review and approval; for Category 3 orders, ODCs in excess of \$ 30 million will be referred to the GSA PCO for review and approval. The DAO determines, using the policies and methods set forth in FAR Subparts 15.4 and 16.505(b), that the prices for such items are fair and reasonable. The cost of general purpose items required for the conduct of the contractor's normal business operations will generally not be considered allowable ODC in the performance of this contract.

While items not specifically incorporated into Section B's price tables may be proposed in response to an order request, offerors are strongly encouraged to seek modification of the contract to add items that may be needed on multiple orders in order to minimize possible delays in the order process.

### **H.31 Changes**

After contract award, the Government may, pursuant to the FAR Clause 52.243-1, Changes - Fixed Price, Alternate II, order changes within the scope of the contract. These changes may be required to improve performance, or react to changes in technology.

### **H.32 Key Personnel and Personnel Substitutions**

Key personnel are those personnel considered essential to successful contractor performance. The Program Manager is the only key personnel under the basic contract.

The Program Manager shall be identified in the submitted proposal and shall commence work upon contract award.

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

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

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

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

- The contractor shall notify the CO or DAO at least ten working days before making changes in task personnel from one task to another
- The contractor shall provide a replacement resume to the CO or DAO or appropriate Government representative at the time of notification
- The resume of the replacement shall be approved prior to assignment of the replacement and prior to transfer of the individual

### **H.33 Special Personnel Skills**

Special personnel skills are those for which the expertise required or duties performed for orders are within the contract scope, but are so specialized or rare that they are not explicitly defined in a skill category description. The PCO will determine whether circumstances warrant use of this special skill category. Based on price or cost analysis, the PCO will negotiate a fair and reasonable labor rate (market rate) with the contractor for the special personnel skill on a task by task basis.

### **H.34 Service Improvements**

1. After Contract award, the Government may solicit, and the contractor is encouraged to propose independently, improvements to the skills, services, features, or other requirements of the Contract. These improvements may be proposed to save money, to improve performance, or for any other purpose which presents a service advantage to the Government. As part of the proposed changes, the contractor shall submit a price proposal and revisions to the technical proposal to the PCO for evaluation. Those proposed service improvements that are acceptable to the Government will be processed as modifications to the Contract.
2. At a minimum, the following information shall be submitted by the contractor with each proposal:
  - a. A description of the difference between the existing Contract requirement and the proposed change, and the comparative advantages and disadvantages of each. This description shall include, in the case of addition or changes to skill categories, a brief description of the new or changed skill, clear and concise explanation of pricing methodology. Supporting documentation may include data such as recognized national or regional surveys as well as studies of professional, public, and private organizations, used in establishing the proposed rate and compensation structure. The government may supplement the information provided in the proposal through Dunn and Bradstreet reports, DCAA audits, available industry market rates, or other available means.;
  - b. Itemized requirements of the Contract which must be changed if the proposal is adopted, and the proposed revision to the Contract for each such change;
  - c. An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
  - d. An evaluation of the effects that the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation, and conversion (including Government-premise equipment);
  - e. A statement of the time by which the Contract modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this Contract including supporting rationale; and
  - f. Any effect on the Contract or completion time or delivery schedule shall be identified.
3. The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the

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right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the PCO as to the acceptance of any such proposal under this Contract is final and not subject to the "Disputes" clause of this Contract.

4. The ACO may accept any proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice will be given by issuance of a modification to the Contract. Unless and until a modification is executed to incorporate a proposal under the Contract, the contractor shall remain obligated to perform in accordance with the requirements, terms, and conditions of the existing Contract.
5. If a proposal submitted pursuant to this clause is accepted and applied to this Contract issued hereunder, the equitable adjustment increasing or decreasing the Contract price shall be in accordance with the procedures of the "Changes" clause. The resulting Contract modification will state that it is made pursuant to this clause.

**H.35 Reserved**

**H.36 Performance-Based Services Contracting (PBSC)**

**Pursuant to Federal Acquisition Regulation (FAR) Subpart 37.6, performance-based contracting techniques will be applied to task orders issued under this contract to the maximum extent practicable.**