

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE Click here to enter text.		PAGE OF PAGES 1 44		
2. AMENDMENT/MODIFICATION NO. PS0017		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NO. (If Applicable)	
6. ISSUED BY: CODE		QT2F2BA		7. ADMINISTERED BY (If other than Item 6) CODE			
U.S. GENERAL SERVICES ADMINISTRATION SERVICE CONTRACT DIVISION 2 333 WEST BROADWAY, ROOM 950 SAN DIEGO, CA 92101							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Empower AI, Inc. 11730 Plaza America Dr Suite 400 Reston, VA 20190-4764				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
				☐		9B. DATED (SEE ITEM 11)	
				☒		10A. MODIFICATION OF CONTRACT/ORDER NO. 47QTCK18D0055 10B. DATED (SEE ITEM 13) 7/1/2018	
CODE UEI: HC6QJAM2F4E3		FACILITY CODE CAGE: 0MX49					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

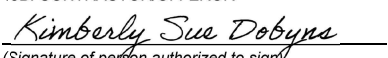
☐	A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
☒	C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) AND BY MUTUAL AGREEMENT OF THE PARTIES
☐	D.	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

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

SEE PAGE 2 FOR DESCRIPTION OF MODIFICATION

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Kimberly Sue Dobyns, Director of Contracts		Diemle Phan Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
 (Signature of person authorized to sign)	Click here to enter text. 12/11/23	DIEMLE PHAN  (Signature of Contracting Officer)	1/16/2024

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Section E

Section E.3 - Replace the text following the heading.

E.3 INSPECTION AND ACCEPTANCE

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

Inspection of the deliverables provided hereunder shall be made by the GSA GWAC Contracting Officer or any Inspectors designated by the Contracting Officer. The place of inspection for reports required under this contract shall be at the addresses for deliverables set forth in Section F. Final acceptance of deliverables shall be made by the GSA GWAC Contracting Officer (CO), Administrative Contracting Officer (ACO).

Section F

Section F.7.3 - Replace Item 3 Text With

ID	RFP SECTION/ TITLE	DELIVERABLE	FREQUENCY	DELIVER TO
3	G.10 Contractor Web Page	Contractor webpage including updates	Frequency - Within thirty (30) calendar days after the Notice to Proceed and/or within thirty (30) calendar days of a GSA signed/approved document and annually by 3/31 via the Government Designated System.	Deliver To - Contractor Web Page and GSA Alliant 2 Contracts Office

Section F.7.3 - Replace Item 16 Text With

ID	RFP SECTION/ TITLE	DELIVERABLE	FREQUENCY	DELIVER TO
16	I.2 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	Deliverable	Annually, no later than October 26	Government Designated System

Section G

Section G.21 - Authorized Agencies - Replace text in G.2.1

The Master Contract is available for use by executive agencies and other entities as listed in General Services Administration (GSA) Order OGP 4800.2I, Eligibility to Use GSA Sources of Supply and Services; and any future versions of that directive, e.g., OGP 4800.2J, OGP 4800.2K, etc. The GSA Order is publicly available and accessible for review on GSA's website

<https://www.gsa.gov/directiveslibrary>.

Section G-3 - Insert the following at the end of Section G.3

FAR 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (Alternate I) (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

The GSA Procurement Ombudsman is located at the General Services Administration, Office of Governmentwide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA

Procurement Ombudsman can be found at:

<http://www.gsa.gov/ombudsman>.

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for

this order: [The ordering activity's contracting officer to insert the name, address, telephone number,
and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.]

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of Clause)

Section G.4.1 - Replace Text in Section G.4.1

G.4.1 GWAC Procuring Contracting Officer (PCO)

The GSA GWAC PCO is the sole and exclusive government official with actual authority to award the Master Contract. After award of the Master Contract, the GSA GWAC PCO may delegate any or all of the contract administration functions, described in FAR 42.302, to a GSA GWAC ACO to assist in the technical monitoring or administration of a contract.

In the event that the designated GSA GWAC PCO is unavailable to sign a contract action, GSA reserves the right to authorize another warranted GSA Contracting Officer to execute official contracting documents on their behalf.

The GSA GWAC PCO/ACO will also act in the capacity of the Assessing Official in the Contractor Performance Assessment Reporting System (CPARS) or another contract performance assessment report who is responsible for evaluating Contractor performance and for validating the proposed ratings and remarks entered by the Assessing Official Representative(s). Assessing Officials have "signature" authority and are allowed to forward assessments to the Contractor Representative for review and comment.

The GSA GWAC PCO is responsible for the oversight of the Contractor's activity on the Master Contract monitoring their technical progress, including assessing performance, interpreting the scope of work and any other technical performance requirements; performing technical evaluation as required; performing technical inspections and acceptances required by this Master Contract; and assisting in the resolution of technical problems encountered during performance.

The GSA GWAC PCO is responsible for the receipt and acceptance of the GSA GWAC payment and reporting system (Government Designated System) deliverables and reports and assists in the performance of the Master Contract past performance assessments. The GSA GWAC PCO's responsibilities will include, but are not limited to the following:

- Compile, review, and assess data produced by the designated GSA GWAC Quality Assurance Evaluators.
- Act as the primary point of contact and logging of technical issues within GSA system issues, i.e., e-Library, e-Buy, Government Designated Systems.
- Ensure overall accuracy of the transactional data and issue Correction Notices to the Contractor, whenever applicable.
- Maintain inventory of all new IT Service LCAT requests and updates to the IT Service Labor Category (LCAT) Matrix.
- Approve Contractor press releases and marketing brochures concerning the Master Contract.
- Act as the primary point of contact and logging of technical issues within GSA system issues, i.e., e-Library, e-Buy, Government Designated Systems.
- Assist in the identification and collection of any Overdue Contract Access Fee.
- Confirm that all Task Orders/Modifications are captured, and invoices reconciled per Contract Year.

Section G.4.4 - Replace Text in Section G.4.4

G.4.4 GWAC Procuring Contracting Officer (PCO)

With

G.4.4 Reserved

Section G.7

Section G.7 - Replace Heading and Text in Section G.7

Section G.7 - Task Order Contracting Officer's Technical Representative (COTR)

The OCO may designate a Contracting Officer's Technical Representative (COTR) to perform specific administrative or technical functions for their specific Task Orders.

The specific rights and responsibilities of the COTR for each Task Order shall be described in writing, which upon request, shall be provided to the Contractor. A COTR has no actual, apparent, or implied authority to bind the Government.

Section G.10 - Replace Text in Section G.10 - Contractor Web Page With

Contractors shall review annually their points of contact are current and accurate in the Contractor's web page and provide a self-certification as to the web page's compliance via a Government Designated System.

- Contractor GWAC Contract Number, UEI number, CAGE Code;
- Parent Company UEI Number, CAGE Code, if applicable;

Also Replace

This webpage must conform to the relevant accessibility standards referenced in Section 508 of the Rehabilitation Act of 1973 [29 U.S.C. 794d, as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998].

With

This webpage must conform to the relevant accessibility standards referenced in Section 508 of the Rehabilitation Act of 1973 [29 U.S.C. 794d, as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998] and 36 C.F.R. D1194.22 (2020), Web-based intranet and internet information and applications.

Section G.16 - Replace Text in Section G.16

Replace

OCOs are required to follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2). Use of Exception (d) “...to satisfy a minimum guarantee” requires approval by the Master Contract PCO.

With

OCOs are required to follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2). Use of Exception (D) “...to satisfy a minimum guarantee” requires approval by the Master Contract PCO.

Section G.19 - Replace Text in Section G.19 - Contractor Performance Assessment Reporting System

With

Past performance evaluations pertaining to the Master Contract and Orders under the Master Contract will reside in [SAM.Gov](#). The [SAM.Gov](#) System functions as the central warehouse for performance assessment reports received from various Federal performance information collection systems.

Section G.21 - GWAC Contract Access Fee (CAF) and Fee Remittance

Insert the following text at the end of the section.

Submitting the CAF on a timely schedule is a contractual requirement in this Master Contract and is also a regulatory requirement pursuant to FAR 32.6, Contract Debts. Failure to remit the CAF in a timely manner will constitute a contract debt to the United States.

Section G.25 - Environmental Objectives and Requirements - Replace text in G.25

With

The Sustainable Practices and Impact Disclosures shall be submitted online using any of the systems listed below. These online reporting portals provide efficient means for contractors to share standardized Disclosures with the delegated GWAC Ordering Contracting Officers.

- a) Carbon Disclosure Project (CDP) www.cdp.net
- b) Posting the disclosure, or a link to the disclosure, on the Contractor's GWAC web site.

Section H

Section H.1 - Provisions Incorporated by Reference at Task Order Level

Replace Text in Section H.1 - With

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.204-24*	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV 2021	X	X	X

Section H.1 - Provisions Incorporated by Reference at Task Order Level

Replace Text in Section H.1 With

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OTHER THAN CERTIFIED COST OR PRICING DATA	NOV 2021	X	X	X

Section H.1 - Provisions Incorporated by Reference at Task Order Level

Replace Text in Section H.1 With

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS — NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (Note: If DoD, use DFARS 252.216-7002 Alternate A (FEB 2007) in combination with FAR 52.216-29 (FEB 2007))	NOV 2021			X

Section H.1 - Provisions Incorporated by Reference at Task Order Level

Replace Text in Section H.1 With

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.216-30	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS— OTHER THAN COMMERCIAL ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION	NOV 2021			X

Section H.1 - Provisions Incorporated by Reference at Task Order Level

Replace Text in Section H.1 With

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS — COMMERCIAL ACQUISITION	NOV 2021			X

Section H.1 - Provisions Incorporated by Reference at Task Order Level

Replace Text in Section H.1 With

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.225-2*	BUY AMERICAN CERTIFICATE	OCT 2022	X	X	X

Section H.1 - Provisions Incorporated by Reference at Task Order Level

Replace Text in Section H.1 With

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.225-4*	BUY AMERICAN – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT CERTIFICATE	OCT 2022	X	X	X

Section H.7 - Remove H.7.1 Item 20 and Item 21

20. GSAR Clause 552.239-70, Information Technology Security Plan and Security Authorization

21. GSAR Clause 552.239-71, Security Requirements for Unclassified Information Technology Resources.

Section I

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.203-14	DISPLAY OF HOTLINE POSTER(S)	NOV 2021	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION	JAN 2017	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.204-2	SECURITY REQUIREMENTS	MAR 2021	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Insert Text in Section I.2 -

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	NOV 2021	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	NOV 2021	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV 2021	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 2021	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	DEC 2022	X		X	
52.212-4	ALTERNATE I	NOV 2021	X		X	

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	SEP 2023	X		X	

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.212-5	ALTERNATE II	SEP 2023	X		X	

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.215-14	INTEGRITY OF UNIT PRICES	NOV 2021	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	NOV 2021	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.216-5*	PRICE REDETERMINATION – PROSPECTIVE	JAN 2022	X		X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.216-6*	PRICE REDETERMINATION —RETROACTIVE	JAN 2022	X		X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.216-16*	INCENTIVE PRICE REVISION – FIRM TARGET	JAN 2022	X		X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.216-17*	INCENTIVE PRICE REVISION - SUCCESSIVE TARGETS	JAN 2022	X		X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.	OCT 2022	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	SEP 2023	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP 2023	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.219-14	LIMITATIONS ON SUBCONTRACTING	OCT 2022	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	SEP 2021	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION	SEP 2023	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION	MAY 2018	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC 2022	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.222-50	COMBATING TRAFFICKING IN PERSONS	NOV 2021	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	MAY 2022	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.223-13	ACQUISITION OF EPEAT®-REGISTERED IMAGING EQUIPMENT	JUN 2014	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.223-14	ACQUISITION OF EPEAT®-REGISTERED TELEVISIONS	JUN 2014	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.223-16	ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS	OCT 2015	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.225-1	BUY AMERICAN – SUPPLIES	OCT 2022	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.225-3	BUY AMERICAN – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT	DEC 2022	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.225-3	ALTERNATE II	DEC 2022	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.225-5	TRADE AGREEMENTS	DEC 2022	X	X		X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.232-7*	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	NOV 2021			X	

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	DEC 2022		X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	DEC 2022		X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	SEP 2023	X	X	X	X

Section I.2 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

Replace Text With

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.245-1	GOVERNMENT PROPERTY	SEP 2021	X	X	X	X
52.245-1	ALTERNATE I	APR 2012	X	X	X	X

Section I.2.1 - Acquisition of Commercial Items

Insert the following reference.

Clause No.	Title	Date	FFP	Cost	TM	Master Contract
52.210-1	MARKET RESEARCH	NOV 2021	X		X	

Section I.2.1.1 - GSAR 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

Replace With

I.2.1.1 GSAR 552.204 - RESERVED

Section I.2.1.2 - Remove the entire clause below.

I.2.1.2 GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (ALTERNATE II) (FAR DEVIATION) (FEB 2018)

Section I.2.2 - General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

Replace Text in Section I.2.2 With

CLAUSE #	CLAUSE TITLE	DATE
552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS	APR 2023

Section I.2.2 - General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

Remove

CLAUSE #	CLAUSE TITLE	DATE
552.204-70	CYBER INCIDENT REPORTING REQUIRMENTS	JUL 2020

Section I.2.2 - General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

Replace

CLAUSE #	CLAUSE TITLE	DATE
552.215-70	EXAMINATION OF RECORDS BY GSA	JUN 2016

Section I.2.2 - General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

Replace

CLAUSE #	CLAUSE TITLE	DATE
552.216-75	TRANSACTIONAL DATA REPORTING (See Attachment J-6 for full-text clause)	MAY 2023

Section I.2.2 - General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

Insert the following text in Section I.2.2

CLAUSE #	CLAUSE TITLE	DATE
552.229-71	FEDERAL EXCISE TAX—DC GOVERNMENT	SEP 1999

Section I.2.2 - General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

Replace

CLAUSE #	CLAUSE TITLE	DATE
552.232-25	PROMPT PAYMENT (DEVIATION FAR 52-232-25)	JAN 2022

Section I.2.2 - General Services Administration (GSA) Regulations (GSAR), Incorporated by Reference

Remove the following two clauses.

CLAUSE #	CLAUSE TITLE	DATE
552.239-70	INFORMATION TECHNOLOGY SECURITY PLAN AND SECURITY AUTHORIZATION	JUN 2011
552.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES	JAN 2012

Section I.5 AUTHORIZED DEVIATIONS IN CLAUSES (Deviation FAR 52.252-6) (SEP 1999)

Replace Heading Text & Date With

I.5 GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (NOV 2021)

(a) Deviations to FAR clauses.

- (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
- (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) “Substantially the same as” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of Clause)

**Section I.6 - FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
(AUG 2020)**

Replace Heading Text & Date With

**Section I.6 - FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
(NOV 2021)**

Section I.11 - FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

Replace Heading Text & Date With

I.11 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 specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after _____
[insert date].

(End of Clause)

**Section - I.21 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL
BUSINESS SUBCONTRACTORS (MAR 2023)**

Replace Text

- (a)
 - (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of Clause)

Section J

The following table introduces an enhanced section numbering for Section J-1.

Section J-1 Heading Renumbering

Previous Section #	Heading Text	Current Section #
Unnumbered	DFARS 252.204-7007, Alternate A, Annual Representations and Certifications (MAY 2021)	J-1.2.1
Unnumbered	DFARS 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements (MAR 2022)	J-1.2.2
Unnumbered	DFARS 252.209-7006 Limitations on Contractors Acting as Lead System Integrators (DEC 2022)	J-1.2.3
Unnumbered	DFARS 252.209-7998, Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (Deviation 2012-O0007 (AUG 2023)	J-1.2.4
Unnumbered	DFARS 252.209-7999 Representation Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Deviation 2012-O0004) (AUG 2023)	J-1.2.5
Unnumbered	DFARS 252.217-7002, Offering Property for Exchange (JUN 2012)	J-1.2.6
Unnumbered	DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2023)	J-1.2.7
Unnumbered	DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)	J-1.2.8

Previous Section #	Heading Text	Current Section #
Unnumbered	DFARS 252.246-7005, Notice of Warranty Tracking of Serialized Items (MAR 2016)	J-1.2.9
Unnumbered	CLAUSES INCORPORATED BY REFERENCE	J-1.3
Unnumbered	DFARS CLAUSES INCORPORATED BY FULL TEXT	J-1.4

Section J-1.1

Replace the text in Section J-1.1 - DFARS 252.203-7005, Representation Relating to Compensation of Former DOD Officials (NOV 2011)

With

DFARS 252.203-7005, Representation Relating to Compensation of Former DOD Officials (SEP 2022)

Remove the following text in Section J-1.1

DFARS 252.203-7998, Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements-Representation (Deviation 2016-O0010) (FEB 2015)

Replace the text in Section J-1.1

DFARS 252.209-7002, Disclosure of Ownership or Control by a Foreign Government (JUN 2010)

With

DFARS 252.209-7002, Disclosure of Ownership or Control by a Foreign Government (DEC 2022)

Replace

PROVISIONS

With

J-1.1 PROVISIONS

Replace

DFARS 252.215-7008, Only One Offer (JUL 2019)

With

DFARS 252.215-7008, Only One Offer (DEC 2022)

Replace

DFARS 252.216-7002, Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition (FEB 2007)

With

DFARS 252.216-7002 - Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements—Other Than Commercial Item Acquisition with Adequate Price Competition (JAN 2023)

Replace

DFARS 252.225-7035, Buy America Act- Free Trade Agreements – Balance of Payment Program Certificate –Basic (Nov 2014)

With

DFARS 252.225-7035, Buy America Act- Free Trade Agreements – Balance of Payment Program Certificate –Basic (DEC 2022)

Section J-1.2

Replace

FULL TEXT PROVISIONS / REPRESENTATIONS AND CERTIFICATIONS

With

J-1.2 FULL TEXT PROVISIONS / REPRESENTATIONS AND CERTIFICATIONS

Replace

DFARS 252.204-7007, Alternate A, Annual Representations and Certifications (NOV 2020)

With

DFARS 252.204-7007, Alternate A, Annual Representations and Certifications (MAY 2021)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

- (i) [252.204-7016](#) , Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.
- (ii) [252.216-7008](#) , Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iii) [252.225-7042](#) , Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (iv) [252.225-7049](#) , Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations. Applies to solicitations for the acquisition of commercial satellite services.
- (v) [252.225-7050](#) , Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (vi) [252.229-7012](#) , Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.
- (vii) [252.229-7013](#) , Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.
- (ix) [252.247-7022](#) , Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: *[Contracting Officer check as appropriate.]*

- ☐ (i) [252.209-7002](#) , Disclosure of Ownership or Control by a Foreign Government.
- ☐ (ii) [252.225-7000](#) , Buy American—Balance of Payments Program Certificate.
- ☐ (iii) [252.225-7020](#) , Trade Agreements Certificate.
- ☐ Use with Alternate I.
- ☐ (iv) [252.225-7031](#) , Secondary Arab Boycott of Israel.
- ☐ (v) [252.225-7035](#) , Buy American—Free Trade Agreements—Balance of Payments Program Certificate.
- ☐ Use with Alternate I.
- ☐ Use with Alternate II.
- ☐ Use with Alternate III.
- ☐ Use with Alternate IV.
- ☐ Use with Alternate V.

___ (vi) [252.226-7002](#) , Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

___ (vii) [252.232-7015](#) , Performance-Based Payments—Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of Provision)

Section J-1.2.2

Replace the text in J-1.2.2 - DFARS 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements (NOV 2020)

With

DFARS 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements (MAR 2022)

(a) Definitions.

“Basic Assessment”, “Medium Assessment”, and “High Assessment” have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

“Covered contractor information system” has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) *Requirement*. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at

<https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171> .

(c) *Procedures.*

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) () for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

- (A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).
- (B) Organization conducting the assessment (e.g., Contractor self-assessment).
- (C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will be achieved

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.
- (iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of Provision)

Section J-1.2.3

Replace the text in Section J-1.2.3 - DFARS 252.209-7006 Limitations on Contractors Acting as Lead System Integrators (JAN 2008)

With

DFARS 252.209-7006 Limitations on Contractors Acting as Lead System Integrators (DEC 2022)

- (a) Definitions. “Lead system integrator,” “lead system integrator with system responsibility,” and “lead system integrator without system responsibility,” as used in this provision, have the meanings given in the clause of this solicitation entitled “Prohibited Financial Interests for Lead System Integrators” (DFARS 252.209-7007).
- (b) General. Unless an exception is granted, no contractor performing lead system integrator functions in the acquisition of a major system by the Department of Defense may have any direct financial interest in the development or construction of any individual system or element of any system of systems.
- (c) Representations.
 - (1) The offeror represents that it does ☐ does not ☐ propose to perform this contract as a lead system integrator with system responsibility.
 - (2) The offeror represents that it does ☐ does not ☐ propose to perform this contract as a lead system integrator without system responsibility.
 - (3) If the offeror answered in the affirmative in paragraph (c)(1) or (2) of this provision, the offeror represents that it does ☐ does not ☐ have any direct financial interest as described in paragraph (b) of this provision with respect to the system(s), subsystem(s), system of systems, or services described in this solicitation.
- (d) If the offeror answered in the affirmative in paragraph (c)(3) of this provision, the offeror should contact the Contracting Officer for guidance on the possibility of submitting a mitigation plan and/or requesting an exception.
- (e) If the offeror does have a direct financial interest, the offeror may be prohibited from receiving an award under this solicitation, unless the offeror submits to the Contracting Officer appropriate evidence that the offeror was selected by a subcontractor to serve as a lower-tier subcontractor through a process over which the offeror exercised no control.
- (f) This provision implements the requirements of 10 U.S.C. 4292.

(End of Provision)

Section J-1.2.4

Replace the text in Section J-1.2.4 - DFARS 252.209-7998, Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (Deviation 2012-00007 (MAR 2012))

With

J-1.2.4 DFARS 252.209-7998, Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (Deviation 2012-O0007 (AUG 2023))

See Class Deviation 2012-O0007, Prohibition Against Contracting with Corporations that Have a Felony Conviction, dated March 9, 2012. Contracting officers shall include the provision at 252.209-7998 in all solicitations that will use funds made available by Division H of the Consolidated Appropriations Act, 2012, including solicitations for acquisition of commercial items under FAR part 12, and shall apply the restrictions included in the deviation. This deviation is effective beginning March 9, 2012, and remains in effect until incorporated in the FAR or DFARS or otherwise rescinded.

(End of Provision)

Section J-1.2.5

Replace the text in Section J-1.2.5 - DFARS 252.209-7992, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law-Fiscal Year 2015 Appropriations (Deviation 2015-O0005) (DEC 2014)

With

J-1.2.5 DFARS 252.209-7999 Representation Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Deviation 2012-O0004) (AUG 2023)

See Class Deviation 2012-O0004, Prohibition Against Contracting with Corporations That Have an Unpaid Delinquent Tax Liability or a Felony Conviction under Federal Law, dated January 23, 2012. Contracting officers shall include this provision in all solicitations that will use funds made available by Division A of the Consolidated Appropriations Act, 2012, including solicitations for acquisition of commercial items under FAR part 12, and shall apply the restrictions included in the deviation. This deviation is effective beginning January 23, 2012, and remains in effect until incorporated in the FAR or DFARS or otherwise rescinded.

(End of Provision)

Section J-1.2.7

Replace the text in Section J-1.2.7 - DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)

With

J-1.2.7 DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2023)

As prescribed in [227.7104](#) (e)(2), or [227.7203-3](#) (a), use the following provision:

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
(JAN 2023)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data—Other Than Commercial Products and Commercial Services clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished with Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of Provision)

Section J-1.2.8

Replace the text in Section J-1.2.8 - DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

With

J-1.2.8 DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

As prescribed in 227.7103-6(d), 227.7104(f)(2), or 227.7203-6(e), use the following provision:

TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of Provision)

Section J-1.3

Section J-1.3 CLAUSES INCORPORATED BY REFERENCE

Replace the following FAR References in Section J-1.3 with the citations below:

DFARS 252.203-7001, Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (JAN 2023)

DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights (DEC 2022)

DFARS 252.203-7004, Display of Hotline Posters (JAN 2023)

DFARS 252.204-7002, Payment for Contract Line or Subline Items Not Separately Priced (APR 2020)

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors (JAN 2023)

DFARS 252.204-7006, Billing Instructions – Cost Vouchers (MAY 2023)

DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (JAN 2023)

DFARS 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support (JAN 2023)

DFARS 252.204-7021, Cybersecurity Maturity Model Certification Requirements (JAN 2023)

DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (JUN 2023)

DFARS 252.209-7007, Prohibited Financial Interests for Lead System Integrators (DEC 2022)

DFARS 252.211-7003, Item Unique Identification and Valuation (JAN 2023)

DFARS 252.211-7006 - RESERVED

DFARS 252.211-7007, Reporting of Government-Furnished Property (MAR 2022)

DFARS 252.215-7009, Proposal Adequacy Checklist (MAR 2023)

DFARS 252.216-7009, Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding (DEC 2022)

DFARS 252.219-7003, Small Business Subcontracting Plan (DOD Contracts) - Basic (DEC 2019)

DFARS 252.222-7006, Restrictions on the Use of Mandatory Arbitration Agreements (JAN 2023)

DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JAN 2023)

DFARS 252.225-7002, Qualifying Country Sources As Subcontractors (MAR 2022)

DFARS 252.225-7012, Preference for Certain Domestic Commodities (APR 2022)

DFARS 252.225-7013, Duty-Free Entry (DEC 2022)

DFARS 252.225-7021, Trade Agreements – BASIC (JAN 2023)

Remove the following DFARS Reference

DFARS 252.225-7997, Contractor Demobilization. (DEVIATION 2013-O0017) (AUG 2013)

Replace the following FAR References in Section J-1.3 with the citations below:

DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (JAN 2023)

DFARS 252.227-7013, Rights in Technical Data—Other Than Commercial Products and Commercial Services (MAR 2023)

DFARS 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation (MAR 2023)

DFARS 252.227-7015, Technical Data - Commercial Products and Commercial Services (MAR 2023)

DFARS 252.227-7016, Rights in Bid or Proposal Information (JAN 2023)

DFARS 252.227-7019, Validation of Asserted Restrictions - Computer Software (JAN 2023)

DFARS 252.227-7020, Rights In Special Works (JUN 1995)

DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JAN 2023)

DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JAN 2023)

DFARS 252.232-7006, Wide Area Workflow Payment Instructions (JAN 2023)

DFARS 252.239-7018, Supply Chain Risk (DEC 2022)

DFARS 252.239-7010, Cloud Computing Services (JAN 2023)

DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2022)

DFARS 252.244-7000, Subcontracts for Commercial Products or Commercial Services (JAN 2023)

DFARS 252.246-7003, Notification of Potential Safety Issues (JAN 2023)

DFARS 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System (JAN 2023)

DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JAN 2023)

DFARS 252.247-7023, Transportation of Supplies by Sea – BASIC (JAN 2023)

DFARS 252.249-7002, Notification of Anticipated Contract Termination or Reduction (DEC 2022)

Remove the following DFARS References

Deviation 2013-O0014, Summary Subcontract Report Submissions (SEP 2013)

DFARS 252.225-7006, Quarterly Reporting of Actual Contract Performance Outside the United States (AUG 2015)

Section J-1.4

Replace the following FAR References in Section J-1.4 - DFARS CLAUSES INCORPORATED BY FULL TEXT with the citations below:

DFARS 252.204-7020-NIST SP 800-171 DoD Assessment Requirements (JAN 2023)

DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (OCT 2015)

Provisions and clauses provided by reference can be viewed on <https://www.acquisition.gov/>

Section J-2 GOVERNMENT SECURITY PUBLICATIONS AND CONTRACTOR MINIMUM SECURITY REQUIREMENTS FOR SELECT SYSTEMS

Replace the following FAR References in Section J-2.1.1 with the citations below:

Section J-5.A.7.1

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

Replace the text in Section J-5.A.7.1 in item 2

2. Marginal: Nonperforming Status

Delinquency Notice and/or Termination of the Master Contract - Government might issue a Cure or Show Cause Notice, FAR 49.6, and/or proceed directly to Contractor Termination for Default of the Master Contract in accordance with FAR 49.4, unless (a) the Contractor Cures the deficiency, or (b) the Contractor requests a mutual cancellation of the contract, FAR 49.109-4 No-cost settlement, and the Government accepts it.

Section J-6.1

Replace the text in Section J-6.1 with the citations below:

GSAR 552.216-75 Transactional Data Reporting (MAY 2023)

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

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

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

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

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

Note to paragraph (b)(2): The Contracting Officer may add data elements to the standard elements listed in paragraph (b)(2) of this section with the approvals listed in GSAM 507.105(b)(3).

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

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

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

(6) Reporting Points. (i) The acceptable points at which transactional data may be reported include—

(A) Issuance of an invoice; or

(B) Receipt of payment.

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

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

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

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

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

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

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

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

(4) The Contractor's failure to remit the full amount of the CAF within the specified deadline constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the required sales reports, falsifies them, or fails to timely pay the CAF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

(End of GSAR Provision)

Section J-8

ATTACHMENT J-8 - WEBSITE REFERENCES

J-8.1 GWAC Program Email Correspondences

Alliant 2 PCO/ACO Alliant2@gsa.gov
GWAC Scope Review Request <https://www.gsa.gov/node/84448>
GSA Ombudsman GSAIndustrySupport@gsa.gov

** Contractor Registration Required (below)

Table 16 - Web Site References

SECTION	DESCRIPTION	WEBSITE URL
B.5	OFPP Best Practices Handbook	https://www.whitehouse.gov/omb/management/office-federal-procurement-policy/
B.13	U.S. Department of State, Bureau of Administration, Office of Allowances	https://aoprals.state.gov/
C.3.1, C.3.2, C.10	Federal Enterprise Architecture Framework (FEA): Business Reference Model, and Performance Reference Model	https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/egov_docs/fea_v2.pdf
C.4.4	SP 800-146 Cloud Computing	https://csrc.nist.gov/pubs/sp/800/146/final
C.10	Federal Enterprise Architecture Framework. DOD Information Enterprise	https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/egov_docs/fea_v2.pdf https://dodcio.defense.gov/Library/DoD-Architecture-Framework/dodaf20_arch_development/

SECTION	DESCRIPTION	WEBSITE URL
	Architecture. FPDS PSC Manual. Department of Labor Bureau of Labor Statistics Standard Occupational Classification. The Occupational Information Network (O*NET) System. Information Technology Definition. Clinger-Cohen Act.	https://www.acquisition.gov/psc-manual http://www.bls.gov/soc/ http://www.onetonline.org/ https://www.acquisition.gov/far/part-2 https://dodcio.defense.gov/portals/0/documents/ciodesrefvolone.pdf
E.1, F.1, H.1, I.2	Federal Acquisition Regulation. GSA Regulation.	https://www.acquisition.gov/?q=browsefar https://www.acquisition.gov/browse/index/gsam
G.2.1	4800.2H ADM Eligibility to Use GSA Sources of Supply and Services	https://www.gsa.gov/system/files/SignedGSADirective48002H.pdf
G.10	Contractor Website - CMMI Institute-Published	https://cmminstitute.com/learning/appraisals/results

SECTION	DESCRIPTION	WEBSITE URL
G.22.2	** Subcontracting Reports	https://www.esrs.gov/
G.23	Prime & Subcontractor Spending: Sub-award data for all Spending Types	https://www.usaspending.gov/
G.25	** Carbon Disclosure Project (CDP.	https://www.cdp.net/en-US/Pages/HomePage.aspx
H.3	GSA Logo	https://www.gsa.gov/reference/gsa-logo-policy
H.7	GSA IT Policies	https://www.gsa.gov/policy-regulations/policy/information-technology-policy?topnav=policy-regulations
H.9	IT Security Policies • Homeland Security Presidential Directives-12 (HSPD-12) • OMB guidance M-05-24 • FIPS PUB 201. GSA HSPD-12, Personal Identity Verification.	https://www.commerce.gov/osy/programs/credentialing/hspd-12-credentialing https://www.gsa.gov/technology/it-contract-vehicles-and-purchasing-programs/mas-it/identity-credentialing-and-access-management
H.10	Government Designated System Training Modules	<i>(To Be Determined at Time of Notice to Proceed/Effective Date)</i>
H.13	Section 508 Standards	http://www.section508.gov/

SECTION	DESCRIPTION	WEBSITE URL
Attachment J-2	DoD Cloud Computing Security	https://storefront.disa.mil/kinetic/disa/service-catalog#/forms/secure-cloud-computing-architecture

If you encounter a broken web link in the above listing, please contact the GWAC Contracts Office at Alliant2@gsa.gov.

The GWAC Contracts Office will periodically update this Attachment J-8 whenever Master Contract Modifications are issued, and also provide more recent updates on GSA's Alliant 2 GWAC website at a time when GSA is made aware of any needed changes to website URL names or addresses.